

# Villas West Condominium Association

## Rules and Regulations

Revised May 2021

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Pages 1-15

The Green Valley Villas West Condominium Association (“Association”), through its Board of Directors (“Board”), adopts the following Rules and Regulations pursuant to its authority under Article 6, Section 6.2 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Green Valley Villas West (“CC&R’s”).

These Rules and Regulations govern the use of the Condominium by Unit Owners, their tenants, and their guests and are supplemental to and shall have the same force and effect as the CC&R’s. As to any matters not covered by these Rules and Regulations, please refer to the CC&R’s.

### **Article 6, Section 6.2 Rules and Regulations.**

The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules and Regulations may, among other things, restrict and govern the use of any area by any Unit Owner, by the family of such Unit Owner, or by any invitee, licensee, or lease of such Unit Owner. The Rules and Regulations shall have the same force and effect and shall be enforceable in the same manner as provisions of this Declaration.

***Any past failure of the Green Valley Villas West Condominium Association to enforce the CC&R’s, By-Laws, and Rules & Regulations of this community shall not be construed as consent to any homeowner in violation, however long continuing.***

### **Definitions**

- Condominium means the real property located in Pima County, Arizona, which is described in the Declaration of Submission to Horizontal Property Regime of Haven Green Valley West, a Condominium, pursuant to the provisions of Sections 33-551 through 33-561, Arizona Revised Statutes, for Haven Green Valley West, a Condominium, which was recorded on March 25, 1976, in Book 5234, at Page 1, et seq., office of the Pima County Recorder.
- Condominium Act means the Arizona Condominium Act, A.R.S Section 33-1201, et seq., as amended from time to time.
- Unit means a portion of the Condominium designated for separate ownership or occupancy.
- Common Elements means all portions of the Condominium other than the Units. (Example: pools, laundries, grounds)
- Limited Common Elements means a portion of the Common Elements specifically designated in the CC&R’s and allocated for the exclusive use of one or more but fewer than all of the Units. (Example: patios, parking spaces).
- Unit Owner means the record owner, whether one or more persons of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit (Not a lessee or tenant of the unit).

## **RULE NO. 1 – ARCHITECTURAL MODIFICATIONS**

### **All architectural modifications MUST:**

- **be pre-approved by the Board (Architectural Committee) prior to construction and installation, and**
- **have the permits and/or inspections required by Pima County, and**
- **be inspected and approved by the Board (Architectural Committee) upon completion.**

“VWAS” refers to the “Villas West Architectural Specifications” which may be obtained from the Association’s Office or on the Villas West website ([www.villaswest.org](http://www.villaswest.org)).

All architectural modifications made to the “original” Unit building (e.g., doors, windows, sheds, gates, skylights, etc.) become the responsibility of the current and future Unit Owners. The following list is not all-inclusive.

#### **A. Gates, Doors, Rails, Fences**

Owners may install the following items:

- Wrought iron: security doors, gates, handrails, and fences on back porches (must be painted black)
- Wooden gates and front doors (must be painted Villas West brown)
- Front or rear aluminum screen doors (must be dark brown or bronze)

#### **B. Windows**

- Replacement windows may be installed in accordance with VWAS 10.
- No reflective material may be used on windows (inside or outside).

#### **C. Sheds, Porches**

- Sheds and/or porches may be built or installed in accordance with VWAS 01.
- Replacement of existing sheds and porches may be installed in accordance with VWAS 01.
- Back porches: The cement floor shall be:
  - unpainted, or
  - painted with approved outdoor concrete paint of tan or Villas West Brown only
  - have an installed tan or brown colored tile with a non-slip surface.
- A non-attached indoor/outdoor area rug in good condition is allowed.
- No replacement of old carpeting or installation of new carpeting on back porches is permitted (no glued down or unfinished edged carpeting).

#### **D. Solar Screens**

- Solar screens may be installed on all windows
- All existing solar screens that met existing rules when installed are to be grandfathered and will not have to meet any new rules until the Unit Owner chooses to replace them, they become unserviceable, or upon the sale of the Unit.

#### **E. Exterior Rolling Shades**

- Exterior rolling shades installed on front patios shall be solid white, brown, or tan.
- Exterior rolling shades on rear porches shall be brown or tan on all units.
- Exterior rolling shades shall be placed as close as possible to a supporting beam (holding up patio roof).
- No rolling screens shall be placed over the exterior living room window.
- All existing rolling shades that met existing rules when installed are to be grandfathered and will not have to meet any new rules unless until the Unit Owner choses to replace them, they become unserviceable, or upon the sale of the Unit.

#### **F. Antennas and Cable Service**

- No television or radio antenna shall be installed in such a manner that it penetrates the walls, roofs, or windows of the buildings without the prior written approval of the Board.
- Existing television antennas are furnished and maintained by the Association.
- Cable service is permissible at the Unit Owner's expense. All wiring necessary for cable installation shall be underground and entry into the unit shall be made through the side or rear walls of the Unit.
- Cable installation must follow Architectural Specification guidelines in accordance with VWAS 14. **NO UNAUTHORIZED PERSON SHALL GO ON THE ROOF AT ANY TIME.** Installation must take place only during regular working hours (8 a.m. – 3 p.m.; Monday through Friday) and must be supervised by the Villas West Maintenance Supervisor or designate.
- Unit Owner is to advise Cable company/installer of Association requirements or Unit Owner will be responsible for any damages and expenses incurred in correcting faulty installation.

#### **G. Satellite Dishes**

- A satellite dish may be installed on the front patio or rear porch in accordance with VWAS 06.
- If a resident is unable to obtain an acceptable signal on the front patio or rear porch, a satellite dish may be placed on the roof of the building in accordance with VWAS 06.
- **NO UNAUTHORIZED PERSON SHALL GO ON THE ROOF AT ANY TIME.** Installation must take place only during regular working hours (8 a.m. – 3 p.m.; Monday through Friday) and must be supervised by the Association Maintenance Supervisor or designate.
- Unit Owner is to advise Satellite Dish company/installer of Association requirements or Unit Owner will be responsible for any damages and expenses incurred in correcting faulty installation.

#### **H. Electrical Wiring, Appliances**

- No electrical wiring may be changed or added in the walls or ceilings of a Unit without obtaining any necessary permits and/or inspections from Pima County.
- **Changes and/or additions to electrical wiring must be performed by a licensed electrician.**
- Electric hot water heaters, electric clothes dryers and electric stoves shall not be installed until a new underground power line is connected from the transformer to the Owner's Unit at his/her expense.
- Tucson Electric Power must approve any new line installation.

I. **Vents**

- Vents for clothes dryers may be installed through the rear exterior wall of a Unit or shed in accordance with VWAS 12.

J. **Skylights**

- Curb mount or tubular frame skylight may be installed in accordance with VWAS 09. Existing skylights are the responsibility of the Unit Owner and the cost of any roof damage caused by existing skylights will be charged to the Unit Owner.

K. **Solar Panels**

- A solar panel for the hot water heater may be installed on the roof of the villa in accordance with VWAS 11.

L. **Flags**

The following flags may be installed/displayed in accordance with VWAS 08:

- American Flag
- POW/MIA Flag
- Arizona Indian Nations Flag
- Arizona State Flag
- Gadsden Flag
- an official flag of the U.S. Army, Navy, Air Force, Marine Corps, or Coast Guard

M. **Supplemental Sidewalks**

- Supplemental sidewalks may be installed in accordance with VWAS 07.
- Any Unit Owner who installs a supplemental sidewalk shall be responsible for maintaining the sidewalk in good condition at his/her sole expense unless such sidewalk has been approved by the Board as a reasonable modification pursuant to the Fair Housing Act.

**RULE NO. 2 – LANDSCAPING AND COMMON GROUNDS**

- Common grounds include all areas outside front patio walls and back porch/sheds.
- **No articles (e.g., flowerpots, chairs, grills, bird feeders/houses/baths, decorative stakes, flags, artwork, sculptures, etc.) shall be placed by Unit Owners and/or residents on or in any of the common grounds.** The exception is the area directly under living room windows where plants or other decorative items may be placed.
- The Association assumes no liability for loss or damage to any article owned by a Unit Owner, renter, or guests that is placed on the common grounds. The Board may have any article removed from the common grounds at its discretion.
- Association grounds/landscaping staff is solely responsible for the maintenance and installation of landscaping in the common grounds as directed by the Board.
- Unit Owners/residents may not make changes to the landscaping in the common grounds. Unit Owners/residents can make common grounds landscaping requests using the appropriate Association form (Landscape/Grounds Request).
- Unit Owners/residents are responsible for all landscaping within their individual patios.

- It is the Unit Owner's responsibility to trim all front patio trees and bushes so that no portion thereof is in contact with any structure (e.g., building, patio walls, patio roofs, building roofs).
- Any damage to patio walls/roofs, and/or building walls/roofs caused by the Unit Owner's plantings will be repaired by the Association's Maintenance staff at the Unit Owner's expense.
- Patio trees and shrubs must not overhang sidewalks so as to impede two people walking side by side on the sidewalk (allow for someone helping another using a walker, etc.).

### **RULE NO. 3 – PAINTING**

- The Association's Maintenance staff or its licensed contractor is responsible for painting the exterior of the Units.
- In order to ensure that the Units maintain a uniform appearance, the following structures shall be painted by the Association at the sole expense of the Unit Owner at the time the building is painted:
  - Sheds and Porches: \$50.00
  - Arizona Rooms: \$50.00 (Arizona Rooms are no longer allowed)

### **RULE NO. 4 – FRONT PATIOS, BACK PORCHES, AND WATER HEATER CLOSETS**

- Unit Owners/residents shall keep supplemental sidewalks, front patios, back porches, carports, and the common grounds around their Units clean and free of debris (including plant trimmings, trash, recyclable materials, and cleaning supplies such as buckets, rakes, shovels, brooms, etc.).
- Flowerpots, planters, etc. placed on patio walls must have a water collection saucer placed beneath it to prevent water staining/streaking and/or damage to patio walls and adobe blocks.
- Water heater closets may NOT be used for storage. Anything stored in the water heater closet will be removed by the Association Maintenance staff when found.
- No upholstered furniture designed for indoor use is allowed on front patios or back porches.
- No front patio, back porch, or carport may be used for storage unless items are contained in an enclosed storage unit no taller than 36" in height.
- No cleaning supplies (e.g., buckets, rakes, shovels, brooms, etc.) may be stored on patios or porches where they are easily visible from the common elements or another Unit.
- No item shall be placed on any patio or porch that is visible from any portion of the common elements or another Unit except the following items which shall be maintained in good condition:
  - patio furniture (e.g., table, chairs, swings, etc.) NO hot tubs.
  - standard umbrellas (no larger than 10' in diameter)
  - grills
  - enclosed storage units (no taller than 36" in height)
  - small refrigerators or freezers no taller than 36" in height
  - live or artificial plants (if in good condition – not tattered and faded)
  - bicycles
  - water fountains/features
  - rolling sunshades (see Rule 1 subsection E)
  - ceiling fans and misters
  - holiday/seasonal lighting (during specified dates)
  - "string lights" or lamps (non-holiday specific)
  - bird feeders (no spillage into common areas or on patio walls – spillage must be contained inside Unit patio and kept clean as it attracts rats and other wildlife)
  - Hanging or other decorations such as sculptures, whirligigs, ceramics, etc.

- The following restriction shall be followed for holiday/seasonal lighting and decorations: decorations may be displayed within the patio of each unit or under the living room window. Holiday decorations, with the exception of Christmas, should be limited to 2-3 weeks before the holiday and 1 week after the holiday. Christmas season decorations may be displayed from November 15 – January 15.
- Additional lighting on patios must be turned off by 10 p.m. so they do not bother other residents.
- A maximum of 5 exterior lighting devices (850 lumen/60-watt incandescent/13-watt compact fluorescent) is allowed per Pima County lighting regulations 401.5).
- No mirrors or similar reflective items may be used on patios or porches.
- No general laundry may be dried on clotheslines on front patios or back porches. Clotheslines are available in the back of the laundry rooms for hanging laundry to dry. Small drying racks (approximately 36" in height) may be used as long as they cannot be easily viewed from another Unit or common areas.
  - No latticework or other type of visual barrier shall be installed on or attached to any patio or wall. Any latticework installed prior to July 2004 shall be removed prior to any Unit sale or transfer of ownership.
  - Freestanding/movable panels (e.g. a 2-4 panel screen) may be used between Unit patios as long as they do not obstruct the delivery of mail by the mail carrier between B and A units and C and D units.

## **RULE NO. 5 – PARKING AND VEHICLES**

Parking and vehicle policies apply to anyone residing in a Unit for any length of time. Visitor parking spaces are available for vehicles of persons visiting a resident.

### **A. Parking Permits**

- Parking stickers or temporary passes are required for all vehicles (including motorcycles and motorbikes) of persons residing in Villas West (annually, seasonally, and/or temporarily) that are parked within the Association property.
- A Parking Permit Form (available at the Association Office or on the Villas West website ([www.villaswest.org](http://www.villaswest.org)) is required to be completed and turned in to the Association office within 72 hours of the start of residency.
- Parking stickers and parking passes must be visible from the outside of the vehicle.
- Parking stickers must be affixed to the left side of the rear bumper or the left side of the rear windshield. Temporary passes must be hung from the inside review mirror or prominently displayed on the dash with the serial number clearly visible from outside the vehicle

### **B. Parking Spaces**

- Two parking spaces are available for each condominium unit: the deeded parking space assigned to the unit and the use of one Overflow Parking space. Residents (owner, renter, or guest) are limited to two parking spaces within Villas West Condominium property unless they have written permission from an owner (grantor) of another unit to park in the grantor's parking space. Written permission must be documented and on file with the Villas West Office utilizing the "Owner gives Permission to Park" form available at [www.villaswest.org](http://www.villaswest.org) or in hard copy at the Villas West Office
- Overflow Parking is located on the west side of Paseo Tierra in the areas marked "Villas West Parking Only."

- Visitor parking is reserved for persons (includes service providers, caregivers, etc.) who are visiting a resident. Vehicles that occupy a visitor parking spot for more than 48 hours shall be subject to towing at the vehicle owner's expense.
- Vehicles shall not overhang or obstruct the sidewalk and/or extend beyond the parking lines.
- All types of motorcycles that have kickstands shall have a protective material under the kickstand to prevent damage to the street surface.
- Residents shall not park in areas marked with a yellow curb (except for short periods of loading/unloading.)
- No vehicles with "expired" license plates or license tabs may be stored or parked on any portion of the Condominium property.

### **C. Oversized and Recreational Vehicles and Equipment**

The following shall not be parked, kept, maintained, constructed, reconstructed, or repaired on any portion of the Condominium property except as noted under "Temporary Parking" below:

- Commercial vehicles (other than those associated with immediate delivery of services to residents)
- Vehicles exceeding two-hundred and thirty-five (235) inches in length
- Mobile homes,
- Travel trailers,
- Tent trailers,
- Trailers,
- Camper shells,
- Detached campers,
- Recreational vehicles (except golf carts),
- Boats,
- Boat trailers,
- or other similar equipment or vehicles.

### **D. Temporary Parking of Oversized Vehicles**

- Parking of oversized vehicles is permitted for a period not to exceed 24 hours for the purpose of loading and unloading- must be coordinated with the Association office.
- Oversized vehicles may be parked in the Overflow Parking area (west side of S. Paseo Tierra) marked "Villas West Parking Only," for a period not to exceed five (5) days. Requires notification to the Association office (must display a temporary parking pass).
- All vehicles must have a properly displayed parking sticker/temporary pass or be subject to towing at owner's expense.

### **E. Vehicle Repairs; Inoperable Vehicles; Leaking Vehicles**

- Except for the repair of flat tires, no motor vehicle (including motorcycles and motorbikes) shall be constructed, reconstructed, serviced, or repaired on any portion of the Condominium property. No inoperable or unregistered vehicle may be stored or parked on any portion of the Condominium property.

- The owner of any vehicle observed to be leaking fluid must take immediate action upon notification by the Board or General Manager to mitigate damage to Condominium property (e.g., place a drip pan or other containment device). The vehicle owner shall be required to have a leaking vehicle removed as expeditiously as possible. Proof of repair must be provided before the vehicle will be allowed to return.
- The cost to repair any damage to the common grounds caused by a leaking vehicle shall be the sole responsibility of the owner of the vehicle.

#### **RULE NO. 6 - GOLF CARTS**

- Golf carts shall not be parked anywhere on the Common Elements of the Condominium property except as noted:
- A golf cart may be parked behind the Unit on pavers or within a constructed parking space in accordance with Architecture Specification VWAS04.
- A golf cart may be parked in the Unit Owner's designated parking space, separately or with another vehicle as long as the golf cart and vehicle fit within the designated parking space front to back, (the golf cart and vehicle must not exceed 235 inches combined total length).
- A golf cart may not be parked on the front patio. Golf carts parked in a designated parking space or in Overflow Parking must have a properly displayed parking sticker.

#### **RULE NO. 7 – PATIO SALE; ESTATE SALES**

- Patio Sales shall only be permitted one time per year in the spring (when most Units are occupied) on a date determined by the General Manager.
- Estate sales or Move In/Move Out patio sales require prior written approval from the General Manager for a specific date(s) and time.

#### **RULE NO. 8 - COMMON FACILITIES (POOLS AND LAUNDRY)/QUIET HOURS/ TRAFFIC RULES/PETS:**

##### **A. POOLS**

- **Pools** are available for the exclusive use of Condominium residents and their guests and may only be used during the hours specified below. Guests must be accompanied by an adult resident.
  - **November 1 through April 30:** Between the hours of 10 AM and 6:00 PM
  - **May 1 through October 31:** Between the hours of 6:00 AM and 10 PM
- Children under 18 years of age must be accompanied by an adult and may only use the pools as follows:
  - **November 1 through April 30:** Between the hours of 11:00 AM and 1:00 PM and between the hours of 4:00 PM and 5:00 PM.
  - **May 1 through October 31:** Between the hours of 11:00 AM and 1:00 PM and between the hours of 5:00 PM and 7:00 PM.
- All residents and their guests must comply with the guidelines posted at each pool.
- Pool gates must be kept locked and closed at all times.
- No lifeguard is on duty, swim at your own risk. For your safety, please leave the pool area during high winds, thunder, lightning storms, and heavy rains.
- Only small floats for health and/or safety purposes are permitted – no large or full-body flotation devices allowed inside pool walls.



- No swimming while the pool is covered. If the pool is covered, only the staff or designee will remove the cover. Residents, tenants, or guests are **NOT** permitted to remove the cover.
- Only service animals are allowed in the pool area. Service animals must be under the control of the owner at all times with the use of a leash or harness unless the disability prevents their use (Americans with Disabilities Act; 2010 Revised Requirements). The animal is NOT allowed in the pool.
- No alcoholic beverages, food, or glass containers of any kind are allowed.
- No Smoking allowed inside or outside the pool areas – this includes the Common Elements around the pool extending to the curb.
- No running or loud, boisterous conduct will be tolerated.
- Pool Rules and Regulations are posted on the pool gates and inside the pool area and must be followed.

#### **B. LAUNDRY**

- **Laundry facilities** are available for the exclusive use of Villas West residents (and their caregivers) and may only be used between the hours of 7:00 AM and 10:00 PM.
- Pet laundry may only be washed in the designated pet washer in each laundry room.

#### **QUIET HOURS**

- Quiet time is from 10 p.m. to 7 a.m. If you have a noise complaint during quiet hours, contact the Green Valley Sheriff's Department at 520-629-9200 to make a report. (Pima County Ordinances - Title 9 – Public Peace, Morals and Welfare, 9:30 Regulation of Excessive, Unnecessary and Annoying Noise)

#### **D. TRAFFIC RULES**

- Speed Limit is 15 miles per hour.
- Drivers must observe the One-Way directional signage at the roundabouts.

#### **E. PETS**

- All pets must be on a leash no longer than 6ft (per Pima County regulations) and under the control (leash being held) of the person walking the pet at all times when outside of a Unit.
- The person in control of the pet(s) must clean up all pet waste in a bag and dispose of in their own trash receptacle (inside heavy-duty trash bag) or designated Pet Waste Stations.
- Cats, dogs, or other household pets may be kept as long as the pet does not become a nuisance or danger to other residents (for example: barking dogs during quiet time, free-roaming cats or dogs, aggressive dogs).
- Service dogs must be under the control of the owner at all times and with the use of a leash or harness unless the disability prevents their use (Americans with Disability Act; 2010 Revised Requirements). Only service animals are allowed in the pool area (but NOT in the pool).

#### **RULE NO. 9 – WATER SERVICE:**

- If a Unit is to remain vacant for more than 7 days, Unit Owners should request that the water to the Unit be shut off.

- All requests for water shut-off and turn-on must be made to the Association office in writing or by email to the office Administrative Assistant (Admin@villaswest.org).
- The Association office – Administrative Assistant (Admin@villaswest.org) must be notified at least 3 working days prior to the resident’s return in order to have the water restored.
- Unit Owners shall be responsible for notifying their management/rental agents of this rule. Water will be turned off or on only during the hours of 8:00 AM and 3:00 PM Monday through Friday.
- A Water Turn-On/Off Request Form is available at the Association Office or on the Villas West website (www.villaswest.org)
- An entry key to the Unit must be available to staff at the time of water turn-on in order to check for any interior water leaks at the resumption of service.

**RULE NO. 10 – MAILBOXES**

- All mailboxes must be painted white or black and shall not be moved from their original locations (on the building or wall between units A and B and on the building or wall between units C and D) and shall be within arm’s reach of one another.
- There must be clear access for mail delivery from the center common walk through the B and C patios. Gates on the B and C units may not be locked during mail delivery hours and pets must not be left unattended and/or an obstacle to mail delivery.

**RULE NO. 11 - TRASH PICKUP**

- All garbage must be bagged and consolidated into one large bag (for easy removal - no loose small plastic bags or other trash) and placed in the in-ground garbage containers and lids must be closed. Nothing is to be left on top or beside these garbage cans.
- Residents may place plant trimmings only on the curbs near the street (with the exception of La Canada, where no bags may be placed). Landscape debris must be placed curbside before 1:00 PM (M – F) to be picked up by the grounds crew. **NO recycle or other trash** may be placed on the curb near the street.

**RULE NO. 12 - HEATING/AIR CONDITIONING UNITS (HVAC); ROOFS and WATER HEATERS**

**A. HVAC’s**

- HVAC units including thermostats are owned, maintained, and replaced by the Association.
- Air conditioner/heater return air filters must be changed no less than four (4) times a year to prolong the life of the unit (more often is recommended if you have pets). Free replacement filters are available for pickup at the office or can be installed by maintenance personnel upon the homeowner’s request. Failure to replace filters may result in the homeowner paying for repairs attributed to a dirty filter.

**B. ROOFS and WATER HEATERS**

- Roofs and water heaters are owned, maintained, and replaced by the Association.
- The Association will repair ceiling discoloration caused by roof and water heater leaks with stain-blocking white paint if reported within 10 days of the cause.
- The Association is not responsible for damages to the inside of the Unit caused by a roof leak except in cases of gross negligence (**Section 5.1 of the CC&R’s**).

**NOTE:** If there is an insurance claim applicable to the Association Policy which has a \$5,000.00 deductible, the Unit Owner(s) benefitted by the claim are responsible for the deductible. All Unit Owners should have their own “HO6” insurance policy to cover their personal property and any betterments made to their Unit. (Also check to see if it provides for “gap” insurance to cover the \$5,000.00 deductible.) You should also check to see if your insurance covers “loss of use” in the event you cannot stay in your villa due to some insurance claim.

**RULE NO. 13 – CONTACT INFORMATION:**

In order for the Association to notify residents of maintenance affecting the common elements or their Unit and/or for notification purposes in the event of an emergency (concerning the resident’s life, safety, health, or property), each Unit Owner shall provide the Association with the following information and ensure that such information is kept current:

- **If any of the Unit Owner’s contact information has changed:** the new information must be given to the Association office. (Homeowner Contact Update Form is available at the Association Office or on the Villas West website - [www.villaswest.org](http://www.villaswest.org)). Owner information includes: name, villa address, phone number(s), email address, mailing address including a current “Fair Housing Statement of Compliance” form (available in the Association Office or on the Villas West website – [www.villaswest.org](http://www.villaswest.org)).
- **If the Unit is owner-occupied:** the name, address, email, and telephone number of at least one (1) nonresident who the Association may notify in the event of an emergency. (Emergency Contact Form is available in the Association Office or on the Villas West website - [www.villaswest.org](http://www.villaswest.org))
- **If the Unit is occupied by a tenant or other non-owner:** the name, email, telephone number, a photocopy of tenant’s driver’s license (55 + verification), description of the car (including make, model, color), license plate (state and number) and duration of the lease of each tenant. (Tenant Information Form available in the Association Office or on the Villas West website - [www.villaswest.org](http://www.villaswest.org)). Reminder: No subleasing of a Unit is allowed; any lease must be for no less than 30 days.

**RULE NO. 14 - EMAIL POLICY Statement**

Green Valley Villas West Condominium Association (“Association”) recognizes that email provides its members with a convenient means of communication with the Association’s Board of Directors and administrative staff. This policy is intended to apply to all email communications between Association Members and Association Representatives (directors, committee members, and Villas West staff). By sending an email to the Association and/or one of its Representatives, each association member agrees to abide by this Policy.

**Manner of Communications**

- All email communications from Association members to Association Representatives concerning Association matters shall be sent to the following email addresses: [admin@villaswest.org](mailto:admin@villaswest.org).
- Any email communication intended solely for the Board of Directors should be sent to: [villaswestboard@gmail.com](mailto:villaswestboard@gmail.com).

**Prohibited Communications**

No email communication shall contain any of the following.

- Offensive language, including but not limited to insulting, defamatory, racist, or obscene remarks.

- Comments that are intended to or that would cause a reasonable person to be seriously alarmed, annoyed, or harassed.
- Forwarded email or an attachment that is from someone other than the member sending the email or the Association.
- An attempt to disguise the sender's identity or an anonymous sender.
- Potentially damaging emails including, but not limited to, mass or commercial messages, spam, or messages containing viruses.

### **Sanctions**

Any Association member who sends an email to an Association Representative in violation of this Policy shall be subject to the following sanctions by the Board.

- Having his/her email address temporarily or permanently blocked by the Association's email accounts.
- After providing the member with written notice of the violation and an opportunity to be heard by the Board, the imposition of a monetary penalty.
- The Association reserves its right to pursue legal action against any Association member for continuing or egregious violations of the Policy and/or to report criminal conduct to the Pima County Sheriff's Department.

### **RULE NO. 15 BEHAVIORS TOWARD OFFICE, MAINTENANCE, AND GROUNDS PERSONNEL**

- The Association will NOT tolerate offensive language, including, but not limited to insulting, defamatory, racist, and obscene remarks in the Association office and/or directed towards any Association personnel by members (or their tenants) as they go about their work on campus.
- The Association will NOT tolerate comments or behavior that are intended to or that would cause a reasonable person to be seriously alarmed, annoyed, or harassed in the Association office and/or directed towards any Association personnel by members (or their tenants) as they go about their work on campus (including yelling at, aggressively confronting, spraying water hose on or other such behavior).
- Association personnel will report abusive behavior (verbal or physical) from Association members (and/or their tenants) to the General Manager and the Board of Directors and are free to refuse service to the member/tenant at that time.

### **Sanctions**

Any Association member (or their tenant) who violates this policy shall be subject to the following sanctions by the Board.

- Being temporarily or permanently banned from entering the Association office or speaking to Association office, maintenance, or grounds personnel.
- After providing the member with written notice of the violation and an opportunity to be heard by the Board, the imposition of a monetary penalty.
- An Association member against whom a sanction is imposed shall be notified thereof, in writing, no more than ten (10) days after the sanction's effective date.
- The Association reserves its right to pursue legal action against any Association member for continuous or egregious violations of this Policy and/or to report criminal conduct to the Pima County Sheriff's Department.

## **ENFORCEMENT POLICY (See CC&R's Article 6.7 – Enforcement Procedures in greater detail).**

These Rules and Regulations and the CC&R's shall be enforced as follows.

### **A. FIRST NOTICE OF VIOLATION**

- The Association shall provide the Unit Owner with a ***First Notice of Violation*** informing the Unit Owner of the violation(s) of the CC&R's and /or Rules and Regulations and requesting that the violation(s) be corrected by a specific date.
  - The Unit Owner is responsible for notifying the Association that the violation has been corrected.
- SECOND NOTICE OF VIOLATION AFTER NONCOMPLIANCE OF THE FIRST NOTICE OF VIOLATION**
- Should a Unit Owner fail to correct the violation(s) by the date set forth in the First Notice, the Association shall provide the Unit Owner with a ***Second Notice of Violation*** which shall include the following information:
    - A description of the alleged violation(s) and the provision(s) of the CC&R's and/or Rules and Regulations that have been allegedly violated.
    - The date of the alleged violation or the date that it was observed.
    - The name of the person or persons who observed the alleged violation.
    - The action required to restore the property to a conforming condition and the date by which such corrective action must be taken.
    - The Unit Owner may respond to the Notice by providing a written response to the Association via certified mail within ten (10) business days of the date of the Notice.
  - If the Association is considering imposing fines against the Unit Owner for the violation, the Notice shall provide the Unit Owner with a date for a hearing before the Board of Directors which is no less than ten (10) days from the date of the Notice. The Unit Owner is responsible for notifying the Association that the violation has been corrected.

### **B. HEARING**

- At a violation hearing before the Board, the Unit Owner (or his/her designated representative) shall be permitted to present evidence and/or witnesses on his/her behalf.
- If the Unit Owner wishes to present personal, health, or financial information for consideration at the hearing, the Unit Owner may make a written request to the Association that the hearing be held in executive session.

### **C. NOTICE OF ACTION**

- At the conclusion of the hearing, whether or not the Unit Owner is present, the Association shall determine whether to impose fines against the Unit Owner and if so, the amount of such fines.
- The Unit Owner shall be notified in writing of the Board's decision within fifteen (15) days of the violation hearing.

### **D. FINES**

- In accordance with Arizona law, the Board may impose reasonable fines against a Unit Owner.
- The Association reserves the right to waive fines if the Unit Owner is making a good faith attempt to correct the violation(s). Each day that a violation continues after written notice to cease has been mailed shall be considered a separate violation and subject to the imposition of the fine.

- Payment of a fine does not constitute a variance for the violation. All violations must be corrected regardless of the fines imposed.
- Collection of delinquent fines may be enforced by seeking a personal judgment against the Unit Owner and upon obtaining a judgment, recording a lien against the Unit Owner's property.

## **Schedule of Fines**

### **Level 1 (\$10)**

- **Parking (Rules and Regulations Rule 7)**
  - Failure to register a vehicle or obtain a parking sticker
  - Failure to park in an assigned parking spot
  - Illegal parking of trucks, trailers, campers, boats, abandoned vehicles (**CC&Rs 4.10**)
  - Repeated parking in 48-hour visitor spots
  -
- **Pets (CC&Rs 4.7):**
  - Failure to keep animal on a leash
  - Failure to clean up after an animal
  - No animal, bird, fowl, poultry, or livestock shall be maintained in or on any portion of the Condominium
  - Nuisance, unreasonable noise, or odor

### **Level 2 (\$25)**

#### **Common Area (CC&Rs 4.4)**

- Placing unauthorized items in the common area (furniture, grills, artwork, trash cans, signs)
- **Front porch (Rules and Regulations Rule 5)**
  - Storage and shelving units over 36 inches high
  - Accumulated mess
  - Parking of motorcycles or scooters
  - Trashcans and recycle bins
  - Hanging clothes
- **Back porch (Rules and Regulations Rule 5)**
  - Storage and shelving units over 36 inches high
  - Accumulated mess
  - Parking of motorcycles
  - Trashcans and recycle bins - 4.5 of CC&Rs
- **Use of Unit (CC&Rs 4.1)**
  - Conducting trade or business in violation of **Section 4.1 of CC&Rs**

### **Level 3 (\$50)**

- **Rental of Unit (CC&Rs 4.17)**
  - Short term leases (less than 30 days)
  - Rental to underage persons
  - Failure to notify HOA of rental of a unit

## **Level 4 (\$150)**

- **Unlawful use of Unit and Nuisances and Offensive Activity (CC&Rs 4.14, 4.15, 10.14)**
  - Sale of illegal substances
  - Drunk and disorderly behavior
  - Threatening with a deadly weapon
  - Immoral, offensive, improper, unlawful use
  - Offensive, detrimental, or annoying behavior
  - Exterior speakers, horns, bells, whistles, other sound devices
  - Guests or tenants failing to comply with the HOAs covenants, by-laws, and restrictions
- **Unauthorized Architectural Modification (Rules and Regulations Rule 1)**  
Subject to removal by the Association if necessary

**Any past failure of the Green Valley Villas West HOA to enforce the Covenants, By-Laws, and restrictions of this community shall not be construed as consent to any homeowner to remain in violation, however long continuing. CC&Rs 10.1**

**Each day that a violation continues after written notice to cease has been mailed shall be considered a separate violation and subject to the imposition of the fine. CC&Rs 7.11**

### **E. TENANTS AND GUESTS**

- Unit Owners are responsible for violations of the CC&R's and/or Rules and Regulations by their tenants and guests.

### **F. LEGAL ACTION**

- The procedures set forth in this Rule are intended to serve as a guideline for the Association's Board of Directors in enforcement matters.
- Nothing contained herein shall be interpreted as prohibiting the Association from referring an enforcement matter to its legal counsel and/or instituting other action against a Unit Owner at any time after a violation is observed if the Board of Directors, in its sole discretion, determines that the nature of the violation warrants such action.