

Fw: CSV-Voicemail (David Takaki PIMA County re: Common Property "A" behind Doria)

From: Countryside Villas HOA (countrysidevillashoa@yahoo.com)

To: countrysidevillashoa@yahoo.com

Date: Wednesday, July 13, 2022 at 02:03 PM MST

From: David Takaki <David.Takaki@pima.gov>

Sent: Tuesday, October 9, 2018 6:07 AM

To: anj ib <blaze1700@hotmail.com>

Subject: RE: CSV-Voicemail

Hi Angela,

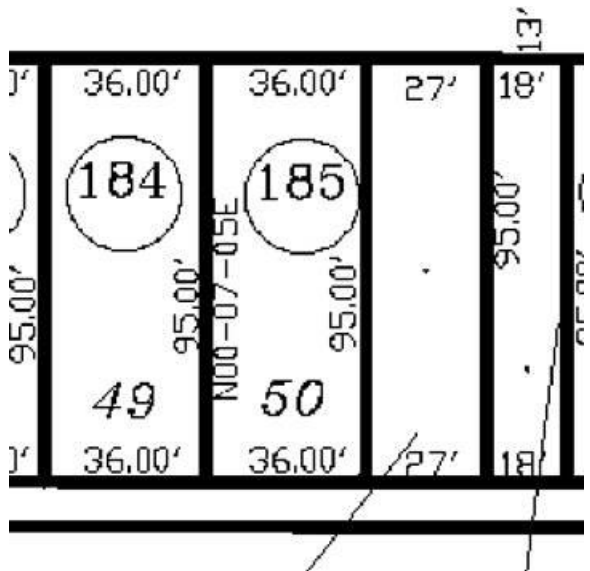
The dedication of the plat states that Common Area "A" should be vested in your CC&Rs and maintenance responsibilities for this common area should be described there. CC&Rs are attached for your convenience and review.

The below image shows that your lot (4831 W Doria Dr) is 36 feet by 95 feet meaning that the common area A starts from the back of your lot. Based on our mapping system your lot starts from curb to your property wall/fence as shown in our aerial image. (lines of the image below are a little off)

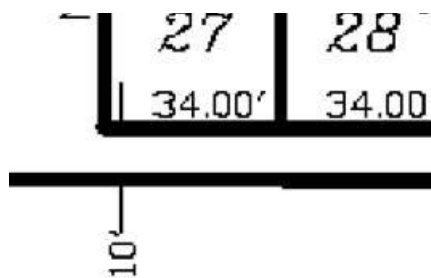
This information should be corroborated with a land surveyor if you need further assistance in determining your lot limits.



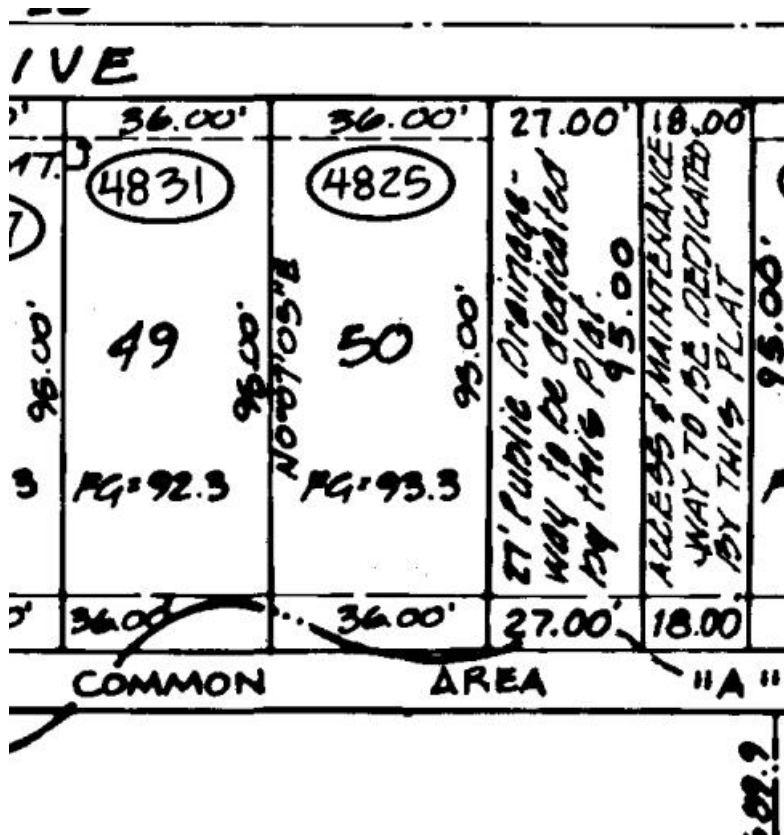
Assessor's map lot dimension.



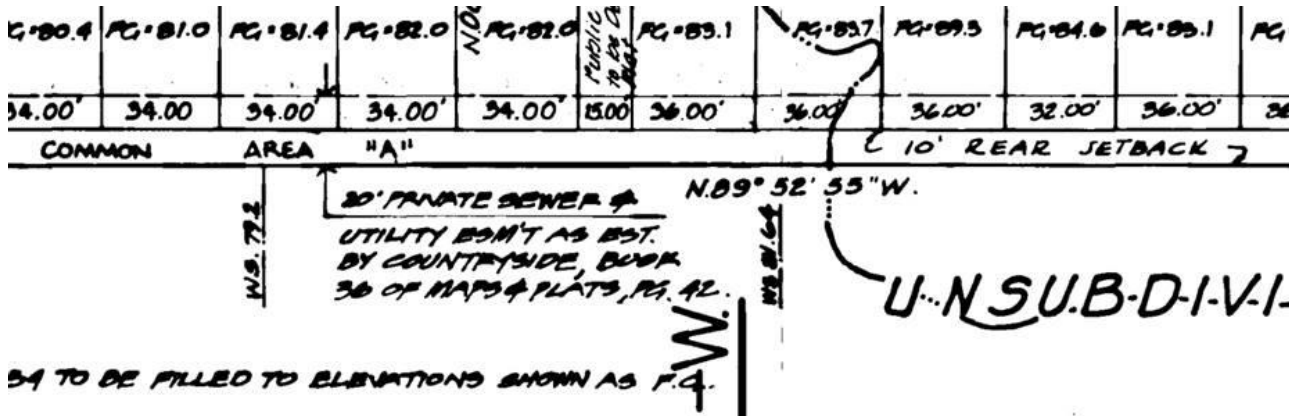
Common area dimension from back of lot



Plat lot dimension



Plat common area A 10 feet setback from lot property line.



Best regards,

David Takaki

Site Review Project Manager

Pima County Development Services Dep

520-724-9556

This message and sender come from outside Pima County. If you did not expect this message, proceed with caution. Verify the sender's identity before performing any action, such as clicking on a link or opening an attachment.

img035.jpg
710.5kB

Screenshot_2021-04-26 Mail - anj ib - Outlook(1).png
398kB

Screenshot_2021-04-26 Mail - anj ib - Outlook.png
180.1kB

Screenshot 2022-02-08 at 12-55-08 Mail - anj ib - Outlook.png
257.1kB



March 12, 2021

Ms. Dolores Ickes
4831 W. Doria Dr.
Tucson, AZ 85742

Subject: Drainage Complaint DC21-107

Dear Ms. Dolores Ickes,

The Regional Flood Control District (District) received your complaint dated March 10, 2021, has performed a site visit on March 11, 2021, and evaluated available public right-of-way information regarding (drainage way maintenance) on Pima County property located south of 4831 W. Doria Dr. As a result of this research, the following determination has been made:

1. Per our conversation using the subdivision plat maps from Countryside Shadows (Book 37, Page 37) as a reference the area south of the private block wall of residence lots 27 thru 54 appears to be have a private sewer and utility easement, within the common area "A" privately owned by the Countryside Shadows HOA. The District would not have any jurisdiction within this area and any routine vegetation maintenance would be the homeowner's association responsibility to maintain as directed in the dedication of the subdivision plot maps.
2. Also the open space natural (Hardy Wash) east of N. Camino De Oeste continuing east to N. Little Farm Lane is considered natural drainage and is mapped as Xeroraparian Habitat C per Chapter 16:30 of the Pima County Floodplain and Erosion Management Ordinance 2005-FC-2. Vegetation maintenance in a riparian mapped natural drainage is strictly regulated and would only be considered in rare cases.

The District evaluates each complaint for the need to perform maintenance activity if it is public drainage infrastructure. In this case, the District has not found public drainage infrastructure that requires maintenance. Based on these determinations, the District has concluded that no further action can be taken.

If you have any questions regarding this letter, please contact our office at 724-4600.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Marco Diaz". The signature is written in a cursive style with some loops and flourishes.

Marco Diaz
Infrastructure Management Division

Suzanne Shields, P.E., Director

201 N. Stone Avenue, 9th Floor, Tucson, Arizona 85701-1207 • Phone: 520-724-4600 • Fax: 520-724-4621

Directors, shall have the right, through its agents and employees, to enter upon the subject property, and to repair, maintain, and restore the Lot, and the exterior of the Dwelling Unit, and any other improvements erected on said Lot. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The Board in its sole discretion shall also have the right to determine whether or not a Lot or the exterior of a Dwelling Unit is in need of maintenance, repair and upkeep in order to conform to the standards of the general neighborhood, and the Board shall use a reasonably high standard to determine whether such maintenance, repair and upkeep is required so that the Dwelling Units as a whole will reflect a high pride of ownership.

B. The Association, or its duly delegated representative, shall maintain all Property up to the exterior Dwelling Unit lines and patio enclosures including, but not limited to, the landscaping, recreational facilities, and common areas located upon the Property. All maintenance and repair of the Property within each Owner's Lot including but not limited to, carport beams, fascia and other carport components, driveways, sidewalks, utilities and the Dwelling Unit itself shall be the sole obligation and expense of the individual Dwelling Unit Owners.

This article shall in no way be construed to mean that the Association is responsible for those duties of the Owner to maintain those portions of the Property, equipment and fixtures set forth in Section 4.04(A) above.

C. Each Owner shall be responsible for the maintenance and repair, including replacement of light bulbs, of all exterior lighting fixtures located within the Owner's Lot, or in the Common Area, provided such lighting in the Common Area is metered to the Owner's Dwelling Unit.

Section 4.05. Sanitation and Fire Company Services. Each Owner shall be responsible for payment of the cost of all utilities used for his or her Lot and shall likewise be responsible for obtaining the services of a fire company and trash removal service, unless the Board elects to contract for such services on behalf of the Lot Owners.

Section 4.06. Insurance Requirements. The Board shall have the authority to and shall obtain the following insurance:

ASSESSOR'S RECORD MAP

221-11

COUNTRYSIDE SHADOWS LOTS 001-072 & COMMON AREA A & B

(RESUB 36/42 M&P)

FORMERLY
202-40

CURVE TABLE

NO.	R	Δ	L
1	116.00'	43-36-08	88.28'
2	140.00'	44-31-44	108.81'
3	25.00'	106-11-35	46.34'
4	25.00'	104-48-02	45.73'
5	25.00'	112-37-18	49.14'
6	25.00'	85-36-30	37.35'
7	25.00'	90-00-00	39.27'
8	92.00'	44-31-44	71.50'
9	25.00'	102-32-22	44.74'
10	25.00'	85-50-59	37.46'
11	25.00'	59-03-25	25.77'
12	369.84'	13-40-39	88.29'
13	25.00'	82-02-03	35.79'
14	25.00'	99-48-25	43.55'
15	25.00'	84-05-03	36.69'
16	5.00'	90-00-00	7.35'
17	50.00'	24-17-36	21.20'
18	50.00'	17-06-38	14.94'

COUNTRYSIDE BLKS 1-10
BOOK 36 PAGE 42 M&P

COUNTRYSIDE BLKS 1-10
BOOK 36 PAGE 42 M&P



UNSUBDIVIDED

SEE BOOK 37 PAGE 037 M&P
1993-2
S24,T12S,R12E
MAP37\37037- 07/02/93 DML

0 50 100 150 200

FEET



Property, nor Developer's right to post signs incidental to construction, sales or leasing, nor Developer's right to do anything that it may, in its sole discretion, deem necessary and proper for the full development of the Property.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter assigned.

Section 1.01. "Articles" shall mean the Articles of Incorporation of the Association and amendments thereto which are, or shall be filed in the office of the Arizona Corporation Commission.

Section 1.02. "Association" shall refer to the Countryside Villas Association, Inc., an Arizona nonprofit corporation which shall be formed prior to the conveyance of the first Lot, its successors and assigns.

Section 1.03. "Board" shall mean the Board of Directors of the Association.

Section 1.04. "Bylaws" shall mean the Bylaws of the Association, together with any amendments thereto.

Section 1.05. "Common Area(s)" shall mean all real property designated as Common Areas A and B on the plat whether improved or unimproved, owned by the Association for the common use and enjoyment of the owners. Common Property shall also include any personal property now or hereafter owned by or leased by the Association.

Section 1.06. "Countryside Community Club" or "Club"; all that real property described on Exhibit B attached hereto and incorporated by reference herein, and the improvements located thereon.

Section 1.07. "Countryside Community Club Association" or "C.C.C.A."; a non-profit corporation or association or other business entity which is formed or to be formed for the operation, maintenance, management, administration and improvement of the Countryside Community Club.

Section 1.08. "Declarant" means PIONEER TRUST COMPANY OF ARIZONA, as Trustee under Trust No. 11,524 and U.S. HOME