

# **Rancho Mirada Homeowners Association**

## **Rules**

**Adopted May 21, 2020**

**Effective June 1, 2020**

WHEREAS, Rancho Mirada Homeowners Association ("Association") is governed by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Rancho Mirada, recorded on April 16, 2020, at Instrument No. 2020-0325621, official records of Maricopa County, Arizona Recorder (the "Declaration");

WHEREAS, Section 4.9 of the Declaration states: "The Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations ("Rules"). The Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any guest, agent, or lessee of such Owner";

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following rules and regulations applicable to all Lots, Owners, residents, guests, and other persons in Rancho Mirada.

### **1. Animals and Pets**

- a. All animals and pets must be in compliance with local ordinances regarding inoculations, licensing, and leashing. All permitted animals and household pets shall be confined to their Owner's Lot or on a leash within the Owner's control and shall not be permitted to run free. Homeowners have responsibility for their animals and pets and will pick up and remove to appropriate receptacles any droppings left in any yard or in the Common Areas.
- b. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other residents. Scottsdale City Ordinance specifically prohibits a person from knowingly keeping or harboring an animal, which by frequent or habitual howling, yelling, barking, or the making of noises, annoys or disturbs two or more persons, one of which may be a police officer or animal control officer. Those disturbed by a barking dog are encouraged to contact the Police Department.
- c. No activity shall be conducted within the Property and no object of any kind shall be placed on the Property for the purpose of, or that has the effect of, attracting wildlife, other than birds that do not create a nuisance or a health or safety hazard.

### **2. Backwashing Swimming Pools**

- a. Pools must be emptied or backwashed in accordance with the City of Scottsdale's code/policy and so as not to create a nuisance.

3. Flags

- a. Every owner shall be permitted to install a flagpole in the front yard or back yard of their Lot subject to the following restrictions:
  - i. The flagpole must not exceed the height of the rooftop of the Owner's home;
  - ii. Only the following flags may be displayed: (a) national and state flags, the flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, the POW/MIA flag, an Arizona Indian Nations flag, and the Gadsden flag, which such flags must be displayed in a manner consistent with the Federal Flag Code (P.L. 94-344), and (b) professional or college sports team flags may be flown on game day;
  - iii. No more than two (2) of the flags noted above may be displayed at any one time. The size of the flag on a flagpole shall be of a reasonable size as determined by the Architectural Committee (ARC);
  - iv. Owners installing flagpoles must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware;
  - v. Illumination of the flag and/or flagpole must be approved by the ARC;
  - vi. If the flagpole, or its installation, cause damage to any other Lot or the Common Areas, the Owner of the Lot shall be responsible for all damage caused;
  - vii. Prior to installation of a flagpole on any lot, the owner must submit an application with the ARC requesting approval for installation of the flagpole. The ARC will consider the height of the flagpole, the requested location of the flagpole, the efforts of the Owner to mitigate noise created by installation of the flagpole and related hardware, and the request, if any, to illuminate the flag and flagpole. The ARC shall not unreasonably deny a request to install a flagpole, but retains the right to approve the flagpole subject to the above height, location, noise and/or light restrictions;
  - viii. Display of the flags listed above shall also be permitted on a bracket mounted on the house or on a tree, subject to the same restrictions as set forth above.

4. Garage Sales

- a. The City of Scottsdale permits a homeowner to have two garage sales per year.

5. Monument Lights

- a. Monument lights at the end of each Lot's driveway must be illuminated from dusk until dawn each night.

6. Motorized Vehicles

- a. Motorized Vehicles may only be operated on the streets in the community, except that motorized vehicles may be permitted on Tract B with the prior written approval



of the Association. Notwithstanding the foregoing, Tract B may not be accessed via Gold Dust Avenue by a motorized vehicle.

7. Parking

- a. For purposes of Section 2.3 of the Declaration "overnight" shall be any time between the hours of 12:00 a.m. and 5:00 a.m.
- b. Invitees providing goods and/or services to Owners and residents may park commercial vehicles on the street for a period of not more than twelve (12) consecutive hours and not more than forty (40) hours within any seven (7) day period.
- c. Recreational vehicles, equipment, and/or trailers may be parked on the resident's Lot so long as they are not Visible From Neighboring Property or Common Area and otherwise may be parked in the resident's driveway for no more than eighteen (18) consecutive hours and no more than an aggregate of thirty-six (36) hours within any seven (7) day period for maintenance and for loading/unloading. Passenger vehicles may also be parked in back yards so long as they are not Visible From Neighboring Property or Common Area.
- d. Vehicles parked in a driveway must be completely in the driveway, i.e. no part of the vehicle should extend onto the street. Vehicles may not be parked on sidewalks, in landscaped Common Areas, or on unpaved portions of Lots (grass or decomposed granite are considered unpaved areas).
- e. Any vehicle that is permitted to park in the street must be parked in the direction of traffic. No vehicle may be parked on a street within the Property so that it is parked within fifteen (15) feet (ingress or egress) of any intersection. No vehicle may be parked so that it blocks or hinders emergency vehicle access to the community or causes a potential traffic hazard.
- f. Any vehicle that is permitted to park in the street may not be parked overnight. Violation of this provision will result in a violation notice to the Lot Owner and may result in towing. Occasional overnight parking perpendicular to the curb at the tennis court/ramada is allowed when alternatives are unavailable. Exceptions may be requested from the board or management company.

8. Posted Rules

- a. All posted rules, including, but not limited to, traffic control signs, ramada rules, and tennis/volleyball/basketball courts use rules shall be considered as part of these Rules and must be followed.

9. Recreational or Play Equipment

- a. The tennis/volleyball/basketball courts and the ramada do not require reservations for use. However, these areas may be reserved through the management company or other method designated by the Board and any reservations take precedence over any walk-up use.
- b. A resident of the Lot must be present at the sport courts and/or ramada any time a non-resident guest is using these facilities unless a reservation pursuant to 12a is made by the resident at least 12 hours in advance.

13. Sprinklers

- a. Sprinklers should be maintained to runoff mostly into concrete gutters and to prevent excessive runoff onto the streets, to help prevent damage to the streets. The cost of repairing any damage to the Common Area caused by sprinklers on Lots may be charged to the Owner of the Lot as an Individual Assessment.

14. Trash Collection

- a. For the purpose of compliance with Section 2.10 of the Declaration, "for the shortest period of time reasonably necessary for trash collection" shall be interpreted to mean that Owners may place their refuse and recycling containers out for collection no earlier than the day before scheduled pickup and remove them so that they are no longer Visible From Neighboring Property no later than the day following pickup. Bulk trash (including, but not limited to, landscaping clippings) may only be placed on a Lot or on the street in front of the Lot in accordance with the City of Scottsdale requirements and restrictions.



## **RANCHO MIRADA HOMEOWNERS ASSOCIATION**

### **VIOLATION ENFORCEMENT POLICY AND FINE SCHEDULE**

The Lots and Owners within Rancho Mirada are governed by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Rancho Mirada (the "Declaration").

Section 8.1 of the Declaration gives the Board the right, but not the obligation, to enforce the provisions of the Governing Documents.

Section 8.1(A) of the Declaration states: "the Association, acting through its Board of Directors, shall have the right, after giving the Owner notice and an opportunity to be heard, to impose fines for violation of any provision of the Governing Documents by any Owner or other persons for which such Owner is responsible."

Per Arizona law, the Board has the power to levy reasonable fines after the Owner is given notice and an opportunity to be heard.

The Board of Directors (the "Board") hereby adopts this Violation Enforcement Policy and Fine Schedule ("Policy") to set forth procedures for enforcement of the Declaration, Association Rules, and Design Guidelines.

*The Board intends to follow the procedures set forth herein, but reserves the right, in its sole and absolute discretion, to vary from the procedures set forth herein due to the unique circumstances of individual situations so as to help ensure that only reasonable fines and enforcement measures are used.*

### **ESTABLISHMENT OF VIOLATION AND VIOLATION NOTICES**

1. **Establishment of Violation:** Any Improvement of any kind or nature erected, placed, planted, or altered on any Lot which has not been first approved by the Design Review Committee or which does not in all respects conform to that which has been so approved is deemed a violation. Any activity on a Lot or in the Common Area and any condition on a Lot that is in opposition to the Declaration and/or Association Rules, which is not expressly authorized by the Board is deemed a violation.

2. **Courtesy Notice:** Upon verification of the existence of a violation, a written Courtesy Notice may be mailed to the Owner providing the specific information regarding the violation and requesting that corrective action be taken within a specific timeframe or that the violation not re-occur.

3. **Violation Notices:** If the Association decides to skip the Courtesy Notice, the Owner fails to remedy the violation within the timeframe set forth on the Courtesy Notice, or if the violation is initially cured but then occurs again within a period of ninety (90) days from the initial violation addressed in the Courtesy Notice, a written Violation Notice shall be mailed to the Owner. The first Violation Notice shall include:

- a. The nature and date the violation was observed.
- b. A date for correction of the violation.
- c. If applicable, the Board's intent to levy a fine against the Owner.
- d. A statement advising the Owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) business days after the Violation Notice was sent) to contact the Association, in writing, to exercise the opportunity to request the hearing.
- e. A statement advising the Owner of how the Owner may contest the violation.
- f. A statement advising the Owner that per the Planned Community Act, A.R.S. § 33-1803(E), the Owner has the right to petition for an administrative hearing on the outstanding violation to the Arizona Department of Real Estate.

4. Subsequent and/or Continuing Violation Notices: If the violation still exists after the time-frame for compliance in the prior notice, or re-occurs within ninety (90) days of the prior notice, subsequent violation notices can be sent, and/or additional Fines can be imposed in accordance with this Policy. If the violation is a re-occurrence, the notice shall contain information required to be provided with the first notice.

### **FINES**

1. Hearing and Waiver of Right to be Heard: If requested within the timeframe prescribed in the notice to the Owner, a hearing will be granted and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board and the Owner. Any of the following shall constitute a waiver of the Owner's right to the hearing:

- a. The Owner does not contact the Association to request a hearing in the timeframe prescribed in the Violation Notice to the Owner;
- b. The Owner does not respond to the Association's reasonable attempts to schedule a hearing;
- c. After a hearing is scheduled, the Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

A fine may be imposed after the hearing or after the Owner waives the right to be heard. If an Owner waives the right to be heard, the Board will make a decision regarding a fine based on the information it has. Any fine imposed may be applied retroactively to the initial date of the violation.

2. Notice and Amount of Fines: The Owner will be given written notice of the amount of any fines imposed and the due date for payment of such fines. The Board intends to impose fines generally in accordance with the attached Fine Schedule for violations listed on this schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner. The amount of the fines imposed by the Board shall range from \$15.00 to a maximum of \$1,000.00 per calendar day.



3. Fines for Continuing and Recurring Violations: Once it has been determined by the Board that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly or monthly fines) while the violation continues, and such continuing fines shall accrue until the Owner notifies the Association that the violation has ceased and the Board confirms that it has ceased. If any violation recurs within ninety (90) days from a past violation, it will be considered a continuation of that past violation.

#### **REFERRAL TO LEGAL COUNSEL AND OTHER REMEDIES**

Where it is determined to be in the best interest of the Association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association.

#### **RESIDENT COMPLAINT PROCEDURE**

Any resident may make a formal complaint regarding violations of the Declaration, Association Rules, or other governing documents. The complaint must be in writing and must include the date and time along with a detailed description of the violation including the people involved. The complaint should be mailed, faxed, or e-mailed to:

Rancho Mirada Homeowners Association  
c/o Vision Community Management  
16625 S. Desert Foothills Pkwy  
Phoenix, AZ 85048  
Fax 480-759-8683  
[RanchoMirada@WeAreVision.com](mailto:RanchoMirada@WeAreVision.com)

Please note that the information provided is not confidential and, if requested by the violating Owner, will be provided to them as required by law.

#### **CERTIFICATION**

This is to certify that the foregoing policy was adopted by the Board of Directors and made effective as of 9/29, 2021 until such date as it may be modified, rescinded or revoked.

**Rancho Mirada Homeowners Association**

Signature: 

Printed Name: Michael Baer

Title: President

## FINE SCHEDULE

Category	Types of Violations	Schedule of Fines
1	<ul style="list-style-type: none"> <li>● Trash/recycle receptacles</li> <li>● Exterior seasonal decorations</li> </ul>	<ul style="list-style-type: none"> <li>■ First Notice – \$15 fine per day out/up</li> <li>■ Second Notice - \$25 fine per day out/up</li> <li>■ Third Notice - \$35 fine per day out/up</li> <li>■ Continuing/Recurring Violations - \$45 per day</li> </ul>
2	<ul style="list-style-type: none"> <li>● Failure to illuminate Monument Lights from dusk until dawn</li> <li>● Parking and vehicle violations</li> <li>● Improper use of garage</li> <li>● Animal or animal-related structure violation – no injuries</li> <li>● Signage; Flag(s) / flagpole</li> <li>● Lighting; Window shades/covers</li> <li>● Failing to properly maintain landscaping and/or structures on lot</li> <li>● Improper use of Common Area</li> </ul>	<ul style="list-style-type: none"> <li>■ First Notice – minimum \$25 fine</li> <li>■ Second Notice – minimum \$50 fine</li> <li>■ Third Notice – minimum \$100 fine</li> <li>■ Fourth Notice - minimum \$250 fine</li> <li>■ Continuing/Recurring Violations - minimum \$25 fine per day</li> </ul>
3	<ul style="list-style-type: none"> <li>● Nuisances: noises, smells, dust, vibrations, diseases and/or insects, etc.</li> <li>● Improper use/storage of machinery or equipment</li> <li>● Unapproved/prohibited items placed/stored on lot</li> </ul>	<ul style="list-style-type: none"> <li>■ First Notice - minimum \$50 fine</li> <li>■ Second Notice - minimum \$100 fine</li> <li>■ Third Notice – minimum \$150 fine</li> <li>■ Fourth Notice - minimum \$300 fine</li> <li>■ Continuing/Recurring Violations - \$100 fine per week</li> </ul>
4	<ul style="list-style-type: none"> <li>● Improper use or maintenance of lots – resulting in self-help (where HOA chooses to fix problem at Owners expense when Owner fails to do so in a timely manner)</li> <li>● Damage to common area, including irrigation run off damaging streets</li> </ul>	<ul style="list-style-type: none"> <li>■ First Notice – minimum \$100 fine plus cost of maintenance/repairs/restoration</li> <li>■ Second Notice – minimum \$150 fine plus cost of maintenance/repairs/restoration</li> <li>■ Third Notice – minimum \$200 fine plus cost of maintenance/repairs/restoration</li> </ul>
5	<ul style="list-style-type: none"> <li>● Hazardous materials</li> <li>● Drilling/Mining</li> <li>● Construction or alteration of an Improvement other than what was approved by the architectural committee</li> <li>● Unfinished construction or alteration after deadline for completion</li> </ul>	<ul style="list-style-type: none"> <li>■ First Notice - minimum \$150 fine</li> <li>■ Second Notice - minimum \$300 fine</li> <li>■ Third Notice – minimum \$450 fine</li> <li>■ Fourth Notice - minimum \$600 fine</li> <li>■ Continuing/Recurring Violations – minimum \$150 fine per day</li> </ul>
6	<ul style="list-style-type: none"> <li>● Building type/size violation</li> <li>● Trade or business violation</li> <li>● Animal violation causing injuries to person(s) or other animal(s)</li> <li>● Commencing addition or modification to existing Improvement without architectural committee approval</li> <li>● Grading or drainage</li> <li>● Minimum lease term violation; Leasing to group other than a Single Family</li> <li>● Timeshare; Occupancy violations</li> <li>● Further subdivision</li> </ul>	<ul style="list-style-type: none"> <li>■ First Notice - minimum \$250 fine</li> <li>■ Second Notice - minimum \$500 fine</li> <li>■ Third Notice – minimum \$750 fine</li> <li>■ Fourth Notice - minimum \$1,000 fine</li> <li>■ Continuing/Recurring Violations – minimum \$250 fine per day</li> </ul>

Note: Recurring Violations fines for the same offense may be assessed prior to all notices being issued