



To: Colony Biltmore Greens Homeowners

From: The Board of Directors

Subject: **COLONY BILTMORE GREENS RULES AND REGULATIONS**

When you purchased your property, you became a member of the Colony Biltmore Greens Homeowners Association and agreed to abide by the community's Covenants, Conditions and Restrictions (CC&Rs). These CC&Rs outline the Association's responsibilities for the maintenance of the front yards, tennis courts, guardhouse, roads, sidewalks and the maintenance and beautification of the common areas. Additionally, the CC&Rs outline your responsibilities as a homeowner and allow the Board of Directors to develop rules and regulations to preserve and protect our property values.

Copies of the documents you should have received when you purchased your property can be found on our website at [cbghoa.org](http://cbghoa.org). They consist of the Supplementary Declaration of CC&Rs dated January 26, 1977; the Declaration of CC&Rs dated March 1, 1977; the First Amendment to the Declaration of CC&Rs dated September 6, 1977; the Second Amendment to the Declaration of CC&Rs dated September 30, 1977; the Articles of Incorporation dated September 6, 1977. Also included on our website is a copy of The By-Laws last amended on June 19, 1996 and a copy of this document, Rules and Regulations dated March 27, 2013.

These Rules and Regulations are intended to clarify and complement the CC&Rs. They replace a set of rules and regulations which have been in place for a number of years and the changes encompass the areas in which we most often see violations and/or areas in which residents most often ask for clarification or help in solving problems.

Please read this material carefully and keep it as a reference along with your CC&Rs. Remember, violations of the CC&Rs are violations of your rights and those of your neighbors. Your cooperation in understanding and abiding by these rules and regulations is greatly appreciated.

**Revised and Approved by the Board of Directors on March 27, 2013.**

Authorized Signature *Michael Kerschman, Pres*

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## **Governing Documents**

The Colony Biltmore Greens (CBG) Homeowners Association is regulated by its Articles of Incorporation, CC&Rs (referred to in some communities as DEC's), and By-Laws. The CC&Rs give our Association the authority to issue and develop rules and regulations to address resident's concerns.

These guidelines, developed over the years since the inception of Colony Biltmore Greens, are designed to provide a safe and attractive community. Should you have any questions about the Rules and Regulations, please feel free to contact our property manager or the Board.

## **Who Runs Our Association?**

The affairs of our Association are handled by the Board of Directors made up of homeowners who are elected at our annual meeting. The Board Members volunteer their time to the Association. Officers are elected by the Board of Directors and committee chairs are appointed by the Board of Directors as provided in the CC&Rs.

The business and financial affairs of the Association are managed by a professional management company. Complaints or emergencies should be directed to this company. Please do not ask guards or workmen on the premises to provide any special services or repairs.

## **Resident's Obligations**

In purchasing your home in Colony Biltmore Greens, you agreed to abide by the CC&Rs. If you are not complying with the rules and regulations, you will be notified and given a reasonable opportunity to correct the problem. If noncompliance continues, our Association can and will impose fines and, when necessary, institute legal proceedings.

## Annual Assessment (payable monthly)

Each homeowner is subject to an annual assessment. This assessment is separate from the annual dues billed by ABEVA, which is the master homeowners association. These CBG assessments are used to pay our bills and keep our community in good condition. As such, it is important we receive payments when they are due.

Assessments are billed annually due and payable in twelve (12) equal installments on the first day of the calendar month. Coupon books are no longer provided. Monthly statements are mailed to all homeowners. This provides each homeowner the opportunity to reconcile his/her account and take care of any payment issues in a timely manner by contacting the management company.

The following Assessment Collection Policy can be found on our website.

**LATE FEE:** A late fee of \$15.00 will be assessed on every account showing a balance of assessment 30 days after the due date.

### Assessment Collection Schedule:

1. Written reminder to the property owner on the 30<sup>th</sup> day after the first unpaid assessment informing them that the account is delinquent and a late fee of \$15.00 has been applied. Homeowner is given 15 days from the reminder letter date to remit payment or contact the management company to make payment arrangements.
2. Written demand letter mailed certified and regular U.S. Mail the 45<sup>th</sup> day after due date and the property owner is assessed a demand letter fee of **\$50.00**. Homeowner is given 10 days from demand letter date to remit payment or contact the management company to make payment arrangements.
3. Every account that shows an assessment being at least 60 days past due may be transferred to a collection agent as designated by the Board for commencement of collections and review for possible recordation of a lien. The property owner will be assessed Vision's tier 1 collection fee of **\$145.00** as well as **\$73.00** (*Vision's Tier 2 lien fee of \$55.00 plus County recording fees of \$18.00*) if a lien is placed which may not be released until such time as the account is paid in full. All fees assessed are the responsibility of the property owner.
4. The collection agent may commence all appropriate legal remedies for collection including, but not limited to, lawsuit, garnishment, and foreclosure. The account may be referred to an outside attorney for further action. All collection costs and attorney fees are the responsibility of the property owner. **\*\*\*Vision's collection process and fee schedule can be found on our website. Attorney fees will vary depending on provider\*\*\***

## **Annual Assessment (continued)**

Payment plans will be accepted under the following conditions:

1. Payments made without benefit of a properly executed payment agreement will not be construed as a payment plan and collection activity may be initiated in accordance with the Assessment Collection Policy.
2. Late fees as provided in the assessment collection policy shall not be charged during the term of the payment plan if payments are received in accordance with the plan.

Payments will be applied to an account as follows (pursuant to Arizona Revised Statutes):

1. Past due assessments
2. Late Charges
3. Collection Fees (Demand Letter/Lien/Collection Agency/Skip Trace/Court Fees)
4. Legal Fees/Costs
5. Monetary Penalties

## **Structural and Landscaping Improvements or Alterations**

Improvements, alterations, repairs, excavation or other work which in any way alter the exterior appearance of any lot, home, patio and garden walls, landscaping, etc., shall not be made without the prior written approval of the Architectural Committee. The Architectural Request Forms for such work are available at the guardhouse and on our website. All exterior fittings, doors, awnings, chimneys, lights, solar panels, heating/air conditioners and awnings, if they can be seen from the street, are subject to review by the Architectural Committee in order to be in compliance with the architectural design and culture of this community. Any change to any of these items must be approved by the Architectural Committee. Should the homeowner neglect the property so as to cause the exterior doors, fixtures or fittings of the house to become unsightly, the Architectural Committee shall notify the homeowner that his/her property needs some specific updating, and the homeowner will be expected to comply with the request within a specified time. A list of replacement door options is available on our website.

It is the Architectural Committee's intention that everything covered by the CC&Rs be in harmony with the character of our community including colors, awnings, sunscreens, overhangs and exterior window coverings, etc.

Residents who wish to upgrade their front yard landscaping (at their own expense) are encouraged to do so provided approval is obtained from the Architectural Committee.

## **Structural and Landscaping Improvements or Alterations (continued)**

Use the Architectural Request Forms for requesting such work. All requests will be reviewed with our landscaper. Changes in front yard landscaping which are not approved by the Architectural Committee will be removed at the owner's expense and without the owner's permission if it is deemed that it does not blend with the existing landscaping or that it may at anytime in the future damage any structure, wall or sidewalk.

## **Trees**

The Biltmore area was designed to be an oasis in the desert. Colony Biltmore Greens has nearly 600 trees in our common area. These trees are important to the integrity of our community and will not be approved for removal unless they are diseased, high maintenance, or causing structural damage. A request for removal must be submitted to the Architectural Committee on the Architectural Request Form. In the event a tree must be removed, it is the responsibility of the homeowner. In the event a tree must be removed and the homeowner wishes to replace the tree from the approved list available from the management company and appearing on our website, an Architectural Request Form must be submitted noting the tree type selected. Replacement trees will be at least 15-gallon in size.

## **Painting**

Beginning in 2007 and with added clarification in January of 2012, the Architectural Committee has formalized a repainting timeline. Every home in Colony Biltmore Greens will need to be painted in one of the four approved colors *by no later than January 1, 2017*. If your house hasn't been painted in one of the four approved colors by January 1, 2017, the Architectural Committee will institute the process for noncompliance. The four approved Dunn Edwards Paint colors are: *Whole Wheat (DE6124)*, *Stonish Beige (DEC716)*, *Sahara (DEC747)*, and *Ball of String \*DE6190*.

## **Maintenance Requests or Complaints**

The Association has an established policy for acting upon requests, or complaints regarding maintenance, major changes or modification of landscaping, irrigation, or other property in the common areas, including the fronts of homeowner's lots. A Maintenance Request Form is available at the guardhouse for the management company to process.

## **Maintenance and Repair of Property**

No building or improvement upon any lot shall be permitted to fall into disrepair, and each building, wall, or structure shall be kept in good condition.

## **Guardhouse**

### Visitors

Each year, residents are asked to fill out a Guardhouse Information Card. This card provides the details about the vehicles you own, as well as the visitors you wish permitted through the gate without a call from the guard. Anyone not listed on your card will be stopped and you will be called before that guest is allowed to enter. If you are expecting guests, it is helpful if you notify the guard on duty prior to your guest's arrival.

Residents who have a guest arrive unannounced (i.e. the guard did not call) should report the date, time and name of the guard on duty to the Head Guard or a Board Member so the guard can be reminded of the appropriate procedures.

### Vehicle Stickers

Residents are issued numbered stickers which identify vehicles to the guards. If you sell your vehicle, please remove the sticker and return it to the guards. Stickers are for residents only. Please do not ask for stickers for service personnel; i.e. housekeepers, landscapers, pool maintenance personnel, etc. Add them to the Guardhouse Information Card instead.

### Guards

Guards are not permitted to leave the guardhouse. If you have an emergency, please call the ABEVA Roving Patrol (602) 369-4376 or the City of Phoenix Police Department 911. The nonemergency number is (602) 262-6151.

### Keys left at Guardhouse

The Board does not recommend leaving keys at the guardhouse. If you leave keys at the guardhouse, you do so at your own risk.

### Guardhouse Visitor Entrance Policy

In addition to the above guardhouse information, the Board has established the following policy for visitors to our neighborhood. It can also be found on our website.

### **Authorized and Invited Visitors**

Authorized visitors or invited visitors are identified as either those individuals listed on a resident's information card or those individuals whose arrival has been called in ahead by the resident. If the visitor's name is on a card, he/she has access anytime. The guard is required to confirm the visitor's identity by viewing some form of visitor identification. If the driver refuses or lacks such identification, he/she will be turned away and considered to be a trespasser if he/she continues driving into the community.

## **Guardhouse (continued)**

All other visitors who present themselves to the guard for access require the guard to call the resident before allowing the visitor into the community. Confirmation of the identity of other visitors is the same as noted above. If the resident does not answer, the guard must deny the visitor access.

In all cases, the guard must log in the license plate number of any visitor vehicle.

### **Unmanned Guardhouse**

On occasion, the Guardhouse may be unmanned for a short time as the guard takes a restroom break. A sign will be placed at the entrance asking visitors to wait until the guard returns.

## **Household Pets**

Household pets are permitted. As a responsible member of the community, each pet owner is expected to use their best judgment on the number and type of pets they own. Pet owners are responsible for cleaning up and disposing of animal waste left by their pets. Pet owners are responsible for keeping their pets on a leash when walking in the in our community. These rules are important for health and safety reasons, and are in compliance with the City of Phoenix ordinance. Violators of these rules are liable for fines through the city ordinances as well as the Association's rules. Pet owners shall not infringe on neighbors' rights to enjoy their property and the community as a whole.

## **Antennas**

No exterior antennas of any type are allowed, except as may be approved by the Architectural Committee. It is the Architectural Committee's intention that antennas not be visible from other properties within the community.

## **Trailers, RVs, Boats, Campers, Etc.**

Vehicles not kept in garages may be brought into the community for the purpose of loading and unloading only for a period not to exceed 24 hours. None of the above shall be kept, maintained, constructed, or repaired on any property or street within the community in such a manner as will be visible from neighboring property, except for emergency vehicle repairs. None of the above may be lived in, even temporarily, without written consent of the Board.



## **Vehicle Repair**

The CC&Rs do not permit vehicle repairs in garages or driveways in view of the street unless the work is of an emergency nature.

## **Garage/Estate Sales**

Because of traffic, security, and esthetics, garage or yard sales are not permitted. Estate sales, for the express purpose of liquidating the contents of a home, are permitted, but the management company must be notified at least 30 days in advance of the sale to obtain Board approval. Signs may not be placed in front of the complex advertising a sale. If an estate sale is approved by the Board and is advertised, appointments must be made with prospective buyers and a list of expected visitors must be provided to the guardhouse. They may not just drop in.

## **Garages and Parking**

Residents are encouraged to park vehicles in their garages in order to keep our community safe, accessible and visually attractive. This rule is intended to maintain community standards, not to inconvenience residents.

- It is the responsibility of residents to use their garages as their primary parking area. Parking vehicles on the street for extended periods (i.e. overnight) is not permitted. If you need to park on the street for an extended time (more than a few hours), contact the management company for Board approval. Absent approval, homeowners will be notified and asked to comply with the parking rules.
- Short-term street parking (i.e. a few hours) by service personnel and guests is permitted.
- Overnight street parking is permitted for guests only. Visitor passes may be obtained from the guard and must be displayed on the dash of the vehicle.
- Since our streets are narrow, it is vital to park so that emergency vehicles such as fire trucks and ambulances have access. Residents are responsible for making sure their guests and service personnel follow these rules.
- Covered vehicles (a car with a car cover on it) are not allowed outside of garages.
- Vehicles may not be stored in driveways or on the street. A stored vehicle is defined as one that is not used regularly in your daily activities.
- Vehicles parked in driveways or on the street must be in operable condition.
- ABEVA's Roving Patrol may ticket violators and/or fines may be imposed.

## **Speeding**

In order to keep the streets in our community safe as well as to protect children, the following speeding regulations have been established.

The posted speed limit in our community is 15 mph. Residents who observe others speeding should report the incident to the guardhouse. After three reports, a letter will be sent by the management company advising violators that a fine will be imposed if they

are reported again. Additionally, the ABEVA Roving Patrol is empowered to issue speeding tickets in our community. Offenders will be fined \$25.00 for each incident. Tickets and/or fines may be appealed at a hearing before the Board of Directors.

Please advise all service personnel such as landscapers, housekeepers, pool maintenance personnel, etc. to observe the speed limit. Service personnel reported speeding will be warned by the guard and a letter will be sent by the management company to the homeowner. Repeat offenders will be issued fines which will be sent to the homeowner for collection. Uncollected speeding fines will be recorded as liens against the homeowner's property.

## **Nuisances**

Nuisances shall not be permitted so as to be offensive or detrimental to any neighbors; for example, direct lighting fixtures, exterior speakers, etc.

## **Garbage**

Garbage and household trash shall be placed in covered containers. These shall not be visible from neighboring properties or the street except when set out for collection, and the shortest time necessary. Recycled material is picked up on Wednesdays and the garbage/trash is picked up on Thursdays. Visit our website for a more detailed description of recycled material.

## **Clothes Drying Facilities**

Clotheslines or other outside facilities for drying clothes may not be erected, placed or maintained where they are visible from neighboring properties or the street.

## **Signs**

Only the following types of signs are permitted:

- Signs which may required for legal proceedings. These signs are limited to city, county, state or federal government required, or court ordered signs.
- Only two signs identifying house numbers made of hand painted tile to conform to existing standards.
- Security emblems or decals of not more than 16 square inches each so long as not placed within ten feet (horizontally) of another.
- For Sale signs are permitted under the guidelines provided by Arizona Revised Statute 33-1808.
- During real estate open house, one sign may be placed in the front yard or driveway of the property for sale.
- Political signs can only be displayed 71 days before an election and 3 days after an election under the guidelines provided by Arizona Revised Statute 33-1808.

## **Party Walls**

The rights and duties of owners are explained in the CC&Rs. In a dispute between owners regarding the construction, repair, painting, or rebuilding of a party wall, owners shall submit the dispute to the Architectural Committee.

## **Homeowner Responsibilities for Rental Properties**

If a unit is rented, it is the homeowner's responsibility to make sure properties are maintained at an acceptable level and that their tenants abide by all governing documents. Fines for violations will be assessed to the homeowner, not the tenant.

## **CC&R Violation and Enforcement Policy**

The Board of Directors established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&Rs) violations enforcement, and any applicable monetary fines for continuing violations. This Policy is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona's Planned Communities Act, Arizona Revised Statutes 33-1801 through 33-1807 (Supp. 1997) and the provisions of the CC&Rs and Project Documents, as currently in force and effect.

### **First Notice**

A letter will be sent to the Owner of the property outlining the violation. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation

## **CC&R Violation and Enforcement Policy (continued)**

letter will also be sent to the tenant at the property address. The Owner will be given fourteen (14) calendar days from receipt of the notice to bring the violation into compliance.

### **Second Notice**

A letter will be sent to the Owner of the property outlining the violation. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address. The Owner will be given seven (7) calendar days from receipt of the second notice to bring the violation into compliance.

### **Third Notice and Assessment of Initial Monetary Penalty**

The Association will assess an Initial Monetary Penalty of twenty five (\$25) dollars if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation has repeated or returned. The Owner will be given seven (7) calendar days from receipt of the third notice to bring the violation into compliance.

### **Fourth Notice and Assessment of Additional Monetary Penalty**

The Association will assess an Additional Monetary Penalty of fifty (\$50) dollars if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation has repeated or returned. The Owner will be given seven (7) calendar days from receipt of the fourth notice to bring the violation into compliance.

### **Repeat Monetary Inspection Penalty**

After the imposition of the Initial and Additional Monetary Penalties, a Repeat Monetary Inspection Penalty of one hundred (\$100) dollars may be imposed upon each subsequent inspection if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Inspections may be conducted as frequently as every seven (7) calendar days until the violation is brought into compliance.

### **Certified Mailing Fee**

In addition to the monetary penalties, there will be a fifteen (\$15) dollar certified mailing fee assessed for each notice mailed after the First Notice.

### **Violations of the Same Offense**

Should a period of time of at least six (6) months lapse between violations letters of the same offense, the next letter will be a First Notice again.

## **CC&R Violation and Enforcement Policy (continued)**

### **Exception to the Notice Procedure**

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; allowing a pool to become stagnant and improperly maintained; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

### **Opportunity to be Heard**

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&Rs or the other Project Documents, particularly if the violation results in a monetary penalty. When a monetary penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide a written request for a hearing no later than seven (7) calendar days from receipt of the monetary penalty. If the hearing is scheduled, and attended, the Owner is bound by the decision of a majority of the Board.