

# **THE COVE HOMEOWNERS ASSOCIATION**

## **POLICY MANUAL**

Information  
Rules and Regulations  
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# THE COVE HOMEOWNERS ASSOCIATION

## INFORMATION, RULES AND REGULATIONS

**The Cove** Homeowners Association ("**The Cove**") is a private community consisting of 173 townhomes. The community is governed by the Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Articles of Incorporation and Bylaws. By purchasing a home in **The Cove**, the homeowners obligate themselves, their guests and tenants to abide by the CC&Rs and Bylaws. THE CC&Rs and ARIZONA STATUTES AUTHORIZE THE BOARD TO DEVELOP RULES AND REGULATIONS. The elected Board of Directors is responsible for enforcing the CC&Rs, Bylaws and the Rules and Regulations.

It is to everyone's advantage to use and care for his or her property in a proper manner and to respect the rights and feelings of other residents. These Rules and Regulations were compiled for numerous reasons, including the protection of the value of all of the properties in **The Cove** and for making **The Cove** a pleasant, safe place to live. YOUR COOPERATION IS ESSENTIAL. We do not have a rule for every situation. We must always be considerate of our neighbors and use common sense in all community dealings. The rules of good citizenship and morality shall apply at all times.

Please bear in mind as you read these Rules and Regulations, that each and every rule is designed for a specific purpose. These purposes are intended to protect the rights of residents, protection of property and property values, safety of residents, enhancement of the appearance of the property and conformity to all federal, state and local laws.

**BOARD OF DIRECTORS:** The Board of Directors alone shall direct the day-to-day business of **The Cove**.

The Board of Directors is composed of five (5) members who are members of the Association and elected by the membership at the annual meeting or appointed by the Board when appropriate. Board members volunteer their time to **The Cove**, and no Board member shall profit from such position.

**MEETINGS:** The Board meets monthly at the clubhouse at 7:00 p.m. Dates are noted in the newsletter calendar. All Owners are allowed to attend all portions of the meeting except those portions designated as executive session pursuant to A.R.S. §33-1804. If an Owner desires to speak at such meetings, prior arrangements must be made through the Board President or the Management Company. The Board of Directors is entitled to allow you to speak, limit your time or refuse your request altogether.

**VOTING:** Owners shall have voting rights at the annual meeting and at any duly authorized special meetings. Voting rights shall be suspended during any period in which any assessment, fee, fine or other amount is delinquent. Such rights also may be suspended for CC&Rs use restriction or these rules violation, when applicable, and upon the vote of the Board until the violation is cured.

**ASSESSMENTS:** To provide funds for the maintenance of **The Cove**, all properties are subject to monthly assessments. Such assessments are due the first of each month. Failure to pay by the 30th of each month shall subject the Owner to a late charge in the amount of \$15.00. By majority vote of the Board, such late charge may be waived for good cause. Non-payment of the assessment shall subject the Owner to a lien fee of sixty (\$60.00) dollars and any and all costs of collection, including attorney fees. Collection shall be handled in a manner that the Board, in its sole discretion, deems appropriate. This may include, and is not limited to: personal lawsuit, lien foreclosure, garnishment, and seizure of property. Any court costs, attorney fees and/or any fees necessary for collection purposes are also charged to the delinquent owner and collected in the judgment.

**LEASING AND RENTING:** Owners may lease their homes, but the Owner remains responsible for all conduct of his or her tenants. It is important that all tenants know of and abide by the CC&Rs and Rules and Regulations.

During the period a unit is rented, the tenant is the area resident with exclusive rights to use the facilities.

All owners must notify the Management Company whenever his or her unit is being rented. A copy of the lease agreement, along with the name, mailing address and telephone number of the tenants, as well as the owners, must be sent to the Management Company .

**INVOICES:** The Association may, but shall not be required, to send an invoice to each of the Owners concerning the obligation to pay assessments or other charges. An Owner's nonreceipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

**LATE CHARGES:** The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installation is unpaid. The late charge also shall constitute a lien on such Unit. Such late charges are not interest, and shall be collectible as an assessment. All late charges shall be due and payable immediately, without notice or demand, in the manner provided by the Bylaws and as set forth above.

**ATTORNEY'S FEES:** As an additional expense permitted under the CC&Rs, Articles, and Bylaws, the Association shall be entitled to recover the reasonable attorneys' fees and collection costs incurred in the collection of assessments or other charges due and in the enforcement of the CC&Rs, use restrictions or these Rules and Regulations. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

**RETURN CHECK CHARGES:** In addition to any and all charges imposed under the CC&Rs, Articles, Bylaws and Rules and Regulations, a twenty-five dollar (\$25.00) fee shall be assessed against an Owner for any check or other instrument not honored by the bank or returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other such instrument. Such return check charge shall be due and payable immediately. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner (s) of the unit of which payment was tendered to the Association. If two or more of a Unit's checks are returned unpaid by the bank within any fiscal year, the Association may require that all future payments, for a period of one year, be made by certified check or money order.

**COLLECTION LETTERS:** The first attempt to collect unpaid assessments and charges will typically be sent to a delinquent Owner on or about the 5th of the following month. If the Owner misses the second month's assessment, a second demand letter and notice of intent to lien is sent about the 5th of the following month. If no response is made within the next 10 days, the Notice of Lien is recorded with the Maricopa County Recorder's Office. A copy of the lien is sent to the Owner with a letter. A complete copy of the Owner's file is forwarded to the attorney for appropriate action. All lien fees and related attorney fees will be charged to the Owner's account and required to be paid in full to remove the account from the attorney and have the lien released.

LIEN FEES:	\$ 60.00	REBILLING FEE	\$5.00
RELEASE OF LIEN FEE:	\$ 16.00	COLLECTION FEE	\$10.00

**LIENS:** The Association may record a notice of Lien against a Unit, the Owner of which is delinquent as provided above. If, in the Board's discretion, the recording of a notice of lien is necessary or desirable at any time sooner than as provided above, the Board may cause such notice of lien to be recorded. A copy of the recorded notice of Lien shall be mailed to the Owner.

**REFERRAL OF DELINQUENT ACCOUNTS TO ATTORNEYS:** The Association may, but shall not be required to refer delinquent accounts to attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. Once an Owner's delinquent account or other dispute is referred to an attorney, all of the Owner's subsequent communications concerning such matter shall be referred solely to the attorney.

**NOTIFICATION TO OWNERS:** The Cove has adopted these Rules and Regulations, all of which shall be effective immediately.

**POLICY:** As provided in The Covenants, Conditions and Restrictions, the Board of Directors shall have the right and duty to enforce the governing documents to the community. Any and all such rights and remedies may be exercised at any time, and from time to time, cumulatively or otherwise, by the Association or the Board.

**PROCEDURE:** When a violation of the items referenced above is noted or occurs, any member of the Association, Board of Directors, any member of the Architectural Committee, or any Owner in the Association may notify the Board or Management Company stating the address of the lot involved, the street location, or common areas involved, and the nature of the violation in **WRITING**.

The first violation of any of the rules and regulations shall result in the Board of Directors, or its designated agent, sending a notice of violation (s) to the Owner.

The owner will have 15 days to correct the problem. Should the Owner fail to correct the violation within 15 days, the recurring violation will be turned in to the Board of Directors at the monthly Board meeting and a fine of \$50 will be assessed.

If the infraction remains uncured, the Owner will receive a fine every month increasing \$50.00 each month. When a single maximum fine of \$150.00 is reached, the Board of Directors will again review the violation. Additional fines of \$150.00 **per month** may be levied. The Association may also take action to correct the violation if a lot front or areas adjacent to common areas is involved.

## RULES AND REGULATIONS

The first violation of any of the following rules and regulations shall result in the Board of Directors, or its designated agent, sending a notice of violation(s) to the Owner.

1. In order that we may welcome new residents and that we may keep our Association records and mailing list current, sales or rental of any of the homes **MUST** be reported to the Management Company within 30 days.
2. Rentals for less than 30 days are not allowed.
3. No resident may use the unit for any commercial purpose which includes the performance of a service, the storage and/or dispensing of products or the reception of clients.
4. The common elements may not be used for storage purposes. Any items stored on the back patio must be kept **BELOW** the level of the patio wall.
5. Nothing may be **HUNG** on or over the walls and fences so that it can be viewed from the common area, adjoining property, or the street.
6. Advertising signs, billboards, political signs, etc. are not permitted except for one "For Rent" or "For Sale" sign of a standard size which may be placed at the front entrance of the unit.

## PETS

1. Only **DOMESTIC** animals are allowed. No other animals or live stock may be kept and no breeding of pets is permitted. There is a limit of **TWO** pets per unit.
2. When the dog, cat or other pet of an Owner, lessee or guest relieves itself on another Owner's lot or any part of the common area, it shall be the responsibility of the pet's Owner to **REMOVE IMMEDIATELY** any droppings from pet.
3. No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to an Owner's lot except that a dog, cat or other pet shall be permitted to leave an Owner's lot if such dog, cat or other pet is at all times kept on a leash not to exceed six (6) feet in length and is under the direct control of the Owner.
4. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from neighboring party.



## STREETS & PARKING

1. Speed limit is **15 MPH** throughout the entire community.
2. At all stop signs, you must come to a **COMPLETE STOP** before proceeding. Infractions will be reported to the Management Company.
3. No major vehicle work may be done other than in the Owner's garage. Minor tune-ups and oil changes are permitted as long as precautions are taken to insure that no oil, grease, dirt, or debris is left on the driveway. The parking surface must be kept clean at all times. Any damage sustained by the asphalt as a result of negligence by an Owner will be the responsibility of the Owner.
4. All vehicles must have current registration and/or license plates and be in operating condition.
5. Motorized vehicles are not permitted on the sidewalks.
6. Recreation vehicles, campers, trailers, boats, commercial vehicles, etc. are not to be stored in the Owner's driveway, the common areas, visitor parking, or on the streets. These vehicles must be stored off the premises or in the garage. No recreation or commercial vehicles, except for the purpose of loading or unloading, may be parked, stored or repaired on any driveway, common area or on the public street.
7. Visitor Parking areas are reserved for guest parking and temporary use by homeowners and are restricted to passenger vehicles. No campers, vehicles For Sale, RVs or commercial vehicles are to be parked in the Visitors Parking areas at any time. **NO ON-STREET PARKING INCLUDING DEAD-END STREETS. VEHICLES ARE SUBJECT TO TOWING.**
8. Guest parking for more than 72 hours requires **permission** from the Management Company.

## POOL RULES

1. The pool facilities are for the use of residents and guests only. Owners will be responsible for **ANYONE** to whom they provide access.
2. Gates must be locked at all times.
3. Guests **MUST** be accompanied by a resident at all times while using the pool.

4. Children under the age of fourteen (14) **MUST** be accompanied and supervised by an adult (18 years or older) at all times when using the pool or in the pool area.
5. Persons using portable radios in the pool area are asked to maintain sound at a level that cannot be heard beyond their immediate area. Only battery operated equipment is permitted.
6. Persons using rubber rafts or other floatation devices are requested to use discretion and not interfere when others wish to swim.
7. **NO** pets are allowed in the pool area (prohibited by Maricopa County Health Regulations).
8. No glassware of any kind is allowed in the pool area.
9. No running, throwing, horseplay, jumping, diving, or obscene language is allowed in the pool area.
10. No skateboards, bicycles, etc. are permitted in the pool area.
11. Remove oils and non-water soluble suntan lotions before entering the pool.
12. Swim at your own risk - No lifeguard is on duty!
13. All requests for clubhouse use **MUST** be submitted to Management Company at least one week in advance. All parking regulations are in force.
14. Climbing on the fence, ramada, etc. is prohibited.
15. Anyone damaging the pool facility and/or pool furniture will be responsible for repairing and/or replacing the damaged item.
16. Pool hours: 6:00 a.m.- 12:00 midnight.

## TRASH

1. All trash **MUST** be contained in plastic bags and placed **IN** dumpsters.
2. Dumpster lids **MUST BE CLOSED** after depositing trash.

## GRASS AREAS

1. Parking or driving on the grass areas is prohibited. This is not only to keep the area attractive but to avoid damage to the grass, disturbance of the surface, and damage to the sprinklers, etc.
2. No bikes or motorized vehicles are allowed on grass areas.
3. Pets must be confined to individual units and must not be tied up on the common areas or permitted to run loose.

## DAMAGES AND PAYMENT

If any property in the common area or common element (such as landscaping, furniture fixtures, equipment of pool or residence unit) is damaged or destroyed through the negligent or culpable act of an Owner, his guest, tenants, or household member, the Association will make repairs and bill the Owner. Payment must be made within (10) days to avoid a lien placed on the Owner's property.

Many people do not want to get involved, but in an Association Community they are already involved by the payment of their Association dues. Replacement and repairs of stolen items and damages is costly, and unless the culprits are apprehended and made to pay for the full cost of repairs and replacements, *the only recourse is to increase Association fees.*

## ARCHITECTURAL GUIDELINES

Guidelines for Rules and Regulations are approved by the Architectural Committee. These guidelines do not change the CC&Rs. Changes or additions to the CC&Rs can be made only by the approval of three-fourths of the Owners at the Annual Meeting.

1. HVAC and Solar Panels: Except as initially installed by the Declarant, no heating, air conditioning, evaporative cooling shall be placed, constructed or maintained upon any LOT. Solar energy collecting unit or panels require ACC approval prior to installation.
2. Improvements and Alterations. No addition, alteration, repair, change or other work which in any way alters the **FRONT EXTERIOR** appearance from the original construction on date of conveyance will be permitted.

Any Owner desiring approval of the Architectural Committee for any addition, alteration, repair, change or other work, including but not limited to patio additions, ramada and coverings, which alters the **BACK EXTERIOR** appearance of his Lot or the improvements located thereon, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work including construction plans with material specification which the Owner desires to perform.

3. Windows: No reflective materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any window. Only ornamental or decorative items may be placed on window sills which can be seen from public view.

4. Association's Right of Entry: During reasonable hours, any member of the Architectural Committee, or any member of the Board shall have the right to enter upon and inspect any Lot, excluding the interior of any residence, for the purpose of making inspections to determine whether the provisions of the Declaration, the Association Rules and the Architectural Committee Rules are being complied with by the Owner of said Lot. No such entry shall be permitted without written notice (at least 24 hours in advance of such entry) and reasonable cause for entry.

5. Architectural Committee: The Board shall establish the Architectural Committee consisting of not less than three (3) members appointed by the Board to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration, the Bylaws or the Board. The members of the Architectural Committee shall be composed solely of residents of **The Cove**.