

## **Viewpoint West Home Owners Association Rules and Regulations**

The following rules and regulations are intended to insure that our community will continue to be a beautiful place in which to live and to insure that our property values will not only be maintained but should increase.

### **1. Usage**

- A. No owner, tenant or guest shall make or permit any noise, condition or behavior that may obstruct, interfere with or infringe on the safety, health or rights to peaceful enjoyment of any other owner or resident.
- B. Nothing may be stored in the unit that is classified as a fire hazard or hazardous material.
- C. Lots shall be used exclusively for single-family detached housing. No “mother-in-law” add on or duplex housing allowed.

### **2. Architectural Control**

- A. Any improvement that is visible from neighboring property must be approved by the Architectural Review Committee (**ARC**). Owners desiring approval of the **ARC** for construction, addition, installation, alteration, repair, change or replacement, including painting, or anything that is visible from the street or neighboring property shall submit a written request to the **ARC**. This request must be **approved in writing prior** to beginning the improvement.
- B. Any and all improvements to be made to any property in Viewpoint West must fully comply with and be approved by the building department of Prescott Valley. If any permits are necessary, they must be obtained before the actual work is done. This is the sole responsibility of the owner or his agent.

### **3. Antennas/Satellite Dish**

Homeowners may install an 18-inch satellite dish and/or Internet antenna (in accordance with the new FCC ruling). Prior written approval of **ARC** must be obtained before placement of an antenna and/or satellite dish.

### **4. Trash**

No garbage or trash shall be kept, maintained or contained on any lot so as to be visible from another Lot or street. Trash containers must be placed so that they are not visible from any other Lot or street. Proper storage location is in the garage or in the rear yard of a block wall fenced lot. With Architectural Committee approval, an enclosure may be built on the garage side of the house. This enclosure must be at least three (3) feet back from the front of the garage, have a solid enclosure and be painted to match the color of the house or trim.

### **5. Clothes Drying Area**

No unenclosed portion of any lot shall be used as a drying or hanging area for laundry of any kind.

## 6. Pets

- A. Pets must remain within the owner's enclosed property except when in the presence of the owner and on a leash.
- B. No animals, including livestock, swine or poultry of any kind shall be raised, bred or kept on any Lot. A reasonable number of dogs, cats or other generally recognized household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- C. **NO ANIMALS SHALL BE ALLOWED TO MAKE AN UNREASONABLE AMOUNT OF NOISE OR BECOME A NUISANCE TO OTHERS.**
- D. All dog structures must be inside a block wall and not visible from any other Lot.
- E. **PET OWNERS MUST CLEAN UP THE EXCREMENT OF THEIR PETS IMMEDIATELY ON THEIR OWN PROPERTY AS WELL AS WHEN WALKING THEIR PETS.**
- F. To avoid attracting wild animals, we suggest no animal food or water may be left on patios or common areas at any time.

## 7. Reflective Material

No machinery, fixtures or equipment of any type may be installed on any Lot which are visible from the exterior of the Lot. No reflective materials which would be visible from the exterior of any Lot shall be used on any roof, window, or door or for any other purposes.

## 8. Window Coverings

No windows of the house shall at any time be covered with aluminum foil, bed sheets, newspaper, brown paper or any other similar materials. Only proper drapes, blinds or shutters will be allowed. No awnings shall be placed on or about any window or door. Window tinting and/or sunscreens require **ARC** approval **before** installation.

## 9. Boats, Trucks, Trailers, Campers, and Motor Vehicles

- A. Owner's vehicles shall not park on any road or street in the Viewpoint. Vehicles may not be parked beside driveways or on any landscaped area of the yard. Vehicles must be parked in a garage or on an approved driveway.
- B. Motor vehicles of guests of Owners may be parked in the Viewpoint for a period of not more than forty-eight (48) hours during any seven-day period. A permit may be obtained from the Management Company for visitors to stay longer.
- C. No motor home, travel trailer, tent trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or any street so as to be visible from neighboring property. For the purpose of loading and unloading the above vehicles may be parked in the driveway or street for a period not to exceed 72 hours. Those vehicles and equipment as referenced above that do not exceed twenty-four (24) feet in length may be kept or stored in the fully fenced rear yard. If longer than 24 feet, it cannot be visible above the fence. Proof of vehicle length such as registration, title, etc., must be given to the Management Company.

- D. No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, recreational vehicle, of whatever type, shall be parked or stored in or on any Lot in Viewpoint West unless the rear yard is fully fenced (block wall) or in a garage.
- E. Motorcycles, mopeds, mini-bikes, trail-bikes, or other motor vehicles shall not be operated on the Property except on paved streets if the vehicle is equipped and licensed to be street legal.

#### **10. Garages**

Garages shall be used only for the parking of vehicles and not be converted for living space. There shall be a minimum of a two-car garage for each dwelling.

#### **11. Storage sheds and storage cabinets**

Storage sheds may be constructed on a single-family detached Lot. All storage sheds must be submitted for **ARC** approval **BEFORE** beginning construction. Sheds may be constructed in accordance with the following guidelines:

- (1) The maximum square footage may not exceed 80 square foot or 10'x8'.
- (2) Maximum height is 8' to highest point of the roof of the shed, which must be a gable roof.
- (3) The exterior color of the building and roof shall match the colors of the home on the lot.
- (4) No air conditioning, evaporative cooling units or pertinent equipment may be mounted, installed or maintained on the roof of the shed.
- (5) Set-backs shall comply with the requirements of the Town of Prescott Valley.
- (6) The installation of the shed shall not interfere with the grading and drainage of the lot as it existed at the date the first homebuyer closed escrow. **BLOCKING OR INTERFERING WITH DRAINAGE MAY REQUIRE THE REMOVAL OF THE STORAGE SHED AFTER IT HAS BEEN INSTALLED.**

One small storage unit with dimensions not to exceed 5 feet wide, 3 feet deep and 5 feet high, and with colors complementary to the house colors, may be placed adjacent to the house in rear yards without **ARC** approval.

#### **12. Flags and Flagpoles**

As used herein, the term "flagpole" shall mean a pole or staff made of metal for display of the American Flag, whether such pole or staff is horizontal or vertical, or free-standing or attached to a structure. Please call the management company for the complete set of rules put out by the Federal government.

#### **13. Lights**

- A. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot which in any manner will allow unreasonable light to be directed or reflected on any other Lot.
- B. Outdoor lighting must be approved by the **ARC** in writing, and must comply with the requirements of the Town of Prescott Valley.
- C. Holiday decorative items, such as seasonal lighting displays and holiday flags, do not require approval; however, such decorative items shall not be displayed more than thirty (30) days prior

to the actual holiday with which they are associated or more than fourteen (14) days after the actual holiday.

#### **14. Landscaping**

- A. A front yard landscaping detailed plan must be submitted to the **ARC** within three (3) months of occupancy. Landscaping should be finished within three (3) months of receiving approval of those plans. In no case shall the front yard remain unlandscaped for a period longer than seven (7) months of occupancy.
- B. The use of native plants and materials is strongly recommended for the primary landscaping theme. We recommend that all plants be on an automatic irrigation system. Artificially colored gravel and rock, weeds, artificial plants or flowers are not acceptable. Each home will be landscaped so as to minimize soil erosion and maintain natural drainage.
- C. Weeds are to be removed weekly. Upon monthly inspections, you will have seven (7) days to comply with violations.
- D. Vacant lots are to be maintained by owners. If the owners fail to do this, the association will have the work done and the cost will be charged to the Lot owner's account.
- E. All landscaping must be maintained in a neat and orderly manner including weed removal. No plant or landscaping material shall be permitted to cover any part of the sidewalk, curb, street or neighboring Lot. Failure to meet these requirements will be subject to fines in the amount set by the Board.

#### **15. No Obstruction to Drainage**

- A. No Owner shall direct, construct, maintain, permit or allow any fence or other improvements or other obstruction which would interrupt the normal drainage of the land within any area designated on the plat or other duly recorded instrument as a flood plain or drainage easement.
- B. Drainage washes (or ditches) are always on someone's Lot. The homeowner is responsible for the appearance of the wash. This includes cutting weeds and removing unsightly debris. The homeowner must maintain their portion of the wash or the association will hire someone to do the work and the homeowner will be billed for their service.
- C. Homeowners must comply with the drainage plan that was approved by the Town of Prescott Valley at the time of original home construction.

#### **16. Perimeter Fencing**

- A. The only perimeter fencing allowed shall be Canyon Brown block wall no more than six (6) feet in height.

##### **Guidelines for perimeter fencing:**

- a. All perimeter fencing of adjacent lots must be constructed on the property line (in accordance to CCR Article 3.24). It is the sole responsibility of each homeowner to obtain approval and reach an agreement from neighboring property owners to construct a desired perimeter fence on the adjoining property line.
- b. Exterior Canyon Brown block wall must remain its natural color and may not be painted or covered with stucco.

- B. All perimeter fencing built on a sloping lot must be stepped down in accordance to the natural grade of the lot.
- C. All perimeter fencing plans must be submitted to the **ARC** and approved **PRIOR** to getting a city permit.
- D. All perimeter fencing must comply with the Prescott Valley town codes and a permit is required and must be obtained from the Town of Prescott Valley.
- E. The owners of lots whose rear yard **DOES NOT** back an adjoining neighbor and **DOES** back up to a common area (Park/State land) may request permission for a partial wrought iron fence.
- F. All wrought iron paint color must be approved by the **ARC**.
- G. Gates may be inserted into block walls to provide access to rear yards. The gates may be constructed of wood, wrought iron, or wrought iron with wood inserts. All wood must be stained in a clear finish, painted to match the house or painted to match the Canyon Brown wall. Color samples for both wood and wrought iron must be submitted to **ARC** for approval.

### **17. Special Fencing**

- A. Special fencing is any fencing within the boundaries of the property that is not termed perimeter or joining fencing. Special fencing is only permitted inside of perimeter fenced yards and may be used for specific purposes such as child containment, animal containment, or architectural effect and **MAY** be construction of material other than Canyon Brown block. **ARC** approval is **NOT** required when placed inside perimeter or joining fencing **UNLESS** it will be visible from the street.
- B. Special fencing **SHALL NOT** be greater in height than that of the perimeter or adjoining side fencing.
- C. The only special fencing allowed without a perimeter fence is in accordance to county and Town codes for swimming pools.

### **County and Town code: as of August, 2003.**

- A. All swimming pools 18 inches and deeper, including play pools, must be contained within a continuous six (6) foot fence.
- B. The fence may be made of either 6 foot wrought iron or 6 foot Canyon Brown block, but **NOT** a combination (according to the code, children could stand on a block base and climb over the partial wrought iron, so it is prohibited).
- C. All gates into the fenced pool must be self latching with locks 52 inches above the ground. When perimeter fencing is the only fencing used, all doors and windows within pool access must also be self closing or have a lock in place at 52 inches above the ground.

### **18. Play Equipment**

- A. Play equipment such as swing sets, jungle gyms, and trampolines require **ARC** approval prior to installation because they are an “improvement” to the existing rear yard.
- B. Play equipment may be placed in rear yards only and all equipment including poles, support brackets and netting (trampolines) must be maintained in good condition.

- C. Spotlights or other lighting for the purpose of illuminating the play area for use after sunset is prohibited.
- D. Basketball Equipment
  - a. No basketball backboards shall be installed without the prior approval of the **ARC**.
  - b. Basketball backboards shall not be installed structurally on a building or structure (they must be pole mounted)
  - c. Backboards must be professionally manufactured, of neutral color (clear, white, grey or tan) and free of brightly colored decals or graphics.
  - d. Poles and support brackets must be painted black or match the body color of the house.
  - e. All equipment including poles, support brackets and netting shall be maintained in good condition. Broken equipment, including backboards, bent poles, supports, rims, and netting and peeled or chipped paint are prohibited. Netting is limited to nylon or similar cord netting. Metal or other chain nets are prohibited.
  - f. The basketball pole must be set in the ground permanently and must be installed on the “interior” side of the driveway. Architectural approval request must include a site plan of the exact location of where the goal will be installed.
  - g. Spotlights or other lighting for the purpose of illuminating the area of play for use after sunset is prohibited.
  - h. The owner of the home is fully responsible for ball containment on their individual property. Painting of the driveway for a basketball court layout or any other similar purpose is prohibited.
  - i. Rear yard basketball backboard installations must conform to all of the above specifications.
  - j. Temporary basketball goals must be maintained in good condition and stored so as not to be visible from neighboring properties when not in use. Overnight storage of such equipment in a location visible from neighboring properties is prohibited.

## **19. Rental Property**

Homeowners who rent out their property are required to supply to the Association the names of the renters and other pertinent information. This form may be obtained from the management company.

## **20. Fines and Penalties**

A member of the Association who is found to be in violation of the Declaration of Covenants, Conditions and Restrictions or any other provision of the governing documents of the Association will be notified in writing, either by the Board of Directors or by the Association’s managing agent. This notice will be sent by mail or hand delivered, and will state the nature of the violation and the applicable fine for noncompliance. The notice of violation shall provide that within a period of time (to be determined by the Board or the managing agent) after receipt of the notice of violation, the member must either correct the violation or enter into a compliance agreement acceptable to the Board or the Association’s managing agent whereby the member agrees to rectify the violation.

The member who has received notification of the violation will be given notice of his or her right to be heard by the Board at the next scheduled regular meeting of the Board of Directors. At this time he or she may defend or present any mitigating circumstances concerning the alleged violation. If the Board hears a member’s reasons for the violation, and decides to not impose the monetary penalty, the member will be relieved of any obligation to pay the monetary penalty. If the member does not attend the next regularly scheduled Board of Directors meeting after receiving the notice of a violation, the fine will be deemed imposed the day of the Board of Directors meeting.

The Board of Directors retains the authority to accrue monetary penalties from the date of the violation through the date of the meeting regardless of whether the member attends the meeting to be heard.

Any fine levied pursuant to this resolution and policy shall be considered an assessment against the member's Lot and shall be collectible by the Association in the same manner as all other such assessments as provided in the Declaration of Covenants, Conditions and Restrictions, including personal money judgments, lien/foreclosure, late charges and interest.

This policy is not intended by the Board of Directors to preclude any other enforcement remedy the Association may possess at law or in equity with respect to any violation of the governing documents.

All legal, collection and other expenses incurred by the Association to obtain compliance of a Member with the Declaration or other provisions of the governing documents will be the Obligation of the member.

**FINE SCHEDULE**

\$5.00 to \$1,000.00 per incident or per each day for a continuing violation at the discretion of the Board of Directors.