

# *Towne Meadows* **Homeowners Association**

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# **Rules And Regulations**

**Revisions Approved and Resolved January 19, 2004**

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# TOWNE MEADOWS HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

### INTRODUCTION

Towne Meadows is a planned community of 591 homes. It is important to each owner that the community maintains a high aesthetic value as well as a strong financial value.

The purpose of these Rules and Regulations is to provide guidelines adopted by the Board in those areas where the CC&Rs do not provide such specific guidance, and to adopt other use restrictions or guidelines not contained in the CC&Rs as allowed per Article II, Section 2.3 of the CC&Rs.

### MISSION STATEMENT

On September 22, 2003, the Towne Meadows HOA Board of Directors passed a resolution establishing a Towne Meadows Homeowners Association mission statement.

**Towne Meadows HOA is dedicated to maintaining common areas and building individual as well as community pride in maintaining and improving property through professional property management and consistent, reasonable enforcement.**

### RULES AND REGULATIONS

The following are rules and guidelines adopted and incorporated by the Board as authorized by, and in accordance with the CC&Rs.

#### Section 1 Management of the Association

The Board of Directors has established the following entities as a means of managing the Association:

**1.1 Management Company** - Responsible for receiving and processing of all monthly dues, and controlling all expenditures of funds by verifying all such expenditures have proper authorization. Carries out the directives of the Board of Directors and supervises the community to ensure compliance with the CC&R's and Rules and Regulations and manages the association's contractors. The Manager acts as the liaison between the community and the Board of Directors and is the point of contact for the members of the Association.

**1.2 Landscaping Company** - Maintenance all of the Common Areas.

## **Section 2 Leasing or Absentee Ownership**

### **2.1 Lease Requirements**

**Consult the CC&R's Article II, Section 2.1 (h) for full compliance requirements.**

Homeowners who wish to lease their homes **must** provide a copy of all executed lease agreements.

Specifically, the lease must include clauses which state:

1. That the lessee or occupant is fully bound by the CC&R's and Rules and Regulations **and**,
2. That any failure to abide by the CC&R terms shall considered be a default under the lease.

### **2.2 Landscape Maintenance**

For either leased homes or homes where the owner does not reside on the premises or is absent for long periods of time, property landscaping must be maintained by a qualified licensed and bonded landscaping company.

- Homeowners must ensure the Association has on file at all times, a current copy of the Landscape Maintenance contract.

## **Section 3 Owner Responsibilities**

Homeowners are responsible for the following:

- Abiding by all of the guidelines, restrictions and requirements as set forth in the CC&R's and Rules and Regulations.
- Maintaining an attractive and well kept lot and home.
- Obtaining PRIOR written approval for any planned exterior alterations by submitting a "Request for Design Approval of an Architectural Change" to the Architectural Committee through the community management company.
- Obtaining written approval for any actions or activities that require written authorization by the Board as stated in the CC&Rs (e.g. exterior storage)
- Paying the Association assessments in a timely manner.
- Providing elected representatives to manage the interests of the Association and ensuring the Association remains compliant with all CC&R and State of Arizona requirements and laws.

- If not living the residence, providing the Association written notice of occupancy status of home (e.g. home is being rented, relative is living in home, home is unoccupied, etc.)

## **Section 4 Assessments Fees & fines**

Homeowner association assessments represent an allocated share of the budgeted annual costs and expenses to be incurred by the Association to comply with the requirements established by the Association Documents for the preservation and protection of the value of the common properties. The Association members are obligated to the duty of care mandated by the Declarations of Covenants, Conditions and Restrictions (CC&Rs).

Upon the purchase of their home, each homeowner becomes a mandatory member of the Association, agreeing to support the community rules and goals. Each member is expected to participate in the process (including the costs of such process) necessary to carry out the purposes and obligations established by the Declarations, Articles, Bylaws and other rules.

### **4.1 Assessments**

Assessment fees are due annually on January 1 of each year (Reference: CC&R's Article IV, Section 4.3.) Homeowners may pay the amount in full on January 1, or, as an option, they may pay on a quarterly basis, due the FIRST of each quarter (Jan 1, April 1, July 1, Oct. 1).

**However, if paid quarterly, assessment fees not paid by the 15th day following the FIRST day of the quarter are considered delinquent and subject to a \$10.00 late fee and further collections costs until assessments, collections costs and fines are paid.**

As a courtesy, statements are sent to homeowners each quarter. However, if a payment is owed by the homeowner for a quarter, regardless if a billing or reminder statement is received or not, the payment will be due on the 1st of the quarter and will be considered late if not received by the 15th as stated above. If your bill is lost in the mail and as a result, you do not pay that bill on time, you will be assessed appropriate late fees.

Checks should be made payable to: **"Towne Meadows Homeowners Association"** and mailed to the management company as instructed on the quarterly reminders.

On accounts which require the Association to file a lawsuit to recover delinquent assessment payments, the Association policy is to accelerate any remaining quarterly payments and assess the total outstanding balance of the annual assessment.

## **4.2 Fees**

The Board of Directors may initiate, on behalf of the Association, legal collection procedures on delinquent accounts. Delinquent accounts may include charges for assessments, late fees, fines, or costs for any actions necessary to correct violations of the Association documents.

All fees and costs expended by the Association for the purpose of collecting delinquent accounts will be assessed to the homeowner accounts in accordance with Article IV, Section 4.6.

## **4.3 Fines**

With the exception of the special fines noted below (4.3.a, 4.3.b, 4.3c), fines for a violation of the CC&Rs or Rules and Regulations will be subject to a fine of **\$50.00** following 2 warnings and an opportunity for a hearing in accordance with the enforcement procedures in Section 7.

Fines will continue to be assessed each time the violation is observed.

### **4.3.a Fines for Unresolved Violations**

Violations which **are repeated or remain unresolved and noticed upon the next inspection will be subject to a \$50.00 fine** and if repeated again on **a third consecutive inspection, will be assessed a \$100.00 fine**. Violations that continue to be unresolved will be assessed fines commensurate with the violation to a maximum of \$2,000 per occurrence.

Violations corrected immediately following a fine notification, or within the same month that a fine notification is sent, does not relieve the homeowner of the fine due for that month.

### **4.3.b Fines for Park Vandalism**

The fine for misuse, abuse or damage of park facilities or equipment is **\$100.00 plus actual costs for repair or replacement**. Where appropriate, a warning may be issued prior to assessment of a fine, however, a fine may be assessed, as in the case of severe damage or vandalism, without written warning.

### **4.3.c Fines for Storage of RV's/Boats/Campers/etc.**

The fine for storage of recreational vehicles, campers, boats, cars etc. will be subject to a **minimum fine of \$50.00** upon first notice, **\$100.00 per observation until the problem is resolved.**

## **Section 5 Architectural Controls**

Article II, Section 2.2, (g) of the CC&R's states that **no additions or alterations are to be made without prior approval from the Board.** This includes landscaping, painting, additions of concrete, walls, or other types of construction or additions to the lot or home.

### **5.1 Requests for Approval**

All requests for approval must be made in writing and submitted for approval prior to commencement of any work. Instructions and a "Request for Approval of an Architectural Change" form may be obtained from the Association management company or at [www.tmhoa.com](http://www.tmhoa.com). Construction projects must be completed within 60 days of approval and the construction area kept clean and safe.

**NOTE:** The Board **does not provide the approval for any city, county or state requirements. Obtaining proper permits and abiding by municipal codes and restrictions is the sole responsibility of the homeowner.**

### **5.2 Approval Process and Criteria**

Requests for approval are reviewed and either approved or denied by either the Architectural Committee, or the Board of Directors. The purpose for the review is to ensure:

- Changes are consistent and harmonious with the overall appearance of Towne Meadows
- Changes are completed in a timely manner without nuisance, disruptions or major inconveniences to neighbors or the community.

## **Section 6 Property Maintenance**

A major contributor to a neighborhood is yards and properties which are well kept and attractively maintained.

**The standards for the appearance of visible yards in Towne Meadows are as follows:**

### **6.1 Ground Cover**

All lot areas visible from the streets must be landscaped with a required ground covering of granite or grass. Dirt is not an acceptable ground cover. Granite must be of native Southwest colors, but should not have the appearance itself of being dirt.

All ground areas must be kept weed and debris free. All leaves must be kept raked and removed.

Granite shall be evenly disbursed with no areas of exposed dirt or irrigation lines.

Lawns must be kept green, healthy, neatly mowed, edged and weed-free. Grass shall not be allowed to encroach and grow into granite areas of the property owner **or neighbor's** (adjacent) yard, plant beds, garden sections, or sidewalk. Grass shall be maintained healthy and green with no "patchy" or dead spots. Bermuda may go dormant October through March.

Lot landscaping shall not consist of granite or grass only - One 15 gallon tree or tree substitute plus a minimum of 4 other plants.

### **6.2 Sidewalks, Streets, Driveways**

Sidewalks and streets adjoining properties are to be kept neat and swept. Homeowners must sweep and remove any granite, leaves or dirt which has accumulated from their yards on to adjoining sidewalks, gutters or streets. Cracks and seams in sidewalks and gutters shall be kept weed and grass free.

Newspapers and debris are to be picked up daily and lots maintained clean and neat. Oil stains visible from the street shall be removed.

### **6.3 Planter Boxes, Garden Sections**

Plant or garden sections of a property are to be maintained with living, healthy plants and kept weed and grass free. Dead plants or trees are to be removed and planters shall not be allowed to consist of only dirt or dirt and weeds. Tree stumps are to be removed.

Replacing plants, shrubs, trees as normal maintenance does not require Architectural approval.

### **6.4 Exterior Storage**

No exterior storage of any kind, in any location visible from the street, is allowed in Towne Meadows without prior written approval. Storage includes parking of boats, recreation vehicles, campers, automobiles, etc.

### **6.5 Trash and Trash Containers**

Trash Receptacles must be stored so they are not visible from the street or neighboring properties. Trash receptacles are to be placed in the street adjacent to the curb no sooner than the day prior to pick-up and **containers must be removed the same day as pick up!**

**Bulk Trash:** No items intended for bulk trash pick-up shall be kept/stored on any lot for more than three (3) days prior to the week of bulk trash pick-up. Homeowners will be responsible for knowing the correct week of the month designated for bulk trash.

**Bulk Trash Dates:** Bulk trash dates are listed on the Town of Gilbert's web site under upcoming events. See [www.ci.gilbert.az.us](http://www.ci.gilbert.az.us)

**Regular Trash Days:** Regular bin pickup for black bins is Wednesday; blue bins is Saturday. See [www.ci.gilbert.az.us](http://www.ci.gilbert.az.us)

**Enforcement:** Homes with bulk trash items in the front yard more than 3 days prior to pick-up will be reported to the Town of Gilbert for a special pick-up which will be billed to the homeowner.

**Charge:** The homeowner will be charged \$85.00 per hour computed to the nearest quarter-hour, with a minimum charge of \$42.50.

### **6.6 Trimming, Pruning & Leaves**

All trees and bushes are to be kept neatly trimmed and pruned. Trees, bushes or cacti shall not be allowed to grow over sidewalk areas impeding pedestrian passage or neighboring property lines. Hedges adjacent to or along a sidewalk shall not encroach upon the sidewalk. Fallen leaves shall be kept raked and removed.

Ivy growth cannot be allowed to grow or encroach over all walls of the home. Ivy growth must be kept contained to side walls, and must not grow over the front fascia of the home, i.e. over the front garage entrances, windows or house numbers.

No plants, tree, shrub, cactus, or other yard material shall interfere with visibility of oncoming traffic or encroach upon neighboring property.

### **6.7 House Numbers**

House numbers shall not be covered with plants or bushes to the extent they are not visible from the street.

### **6.8 House Appearance**

The house walls, trim, eaves, roofs and doorways shall be kept clean and neatly maintained. Before changing the exterior house colors, prior written approval is required (see Section 5).

### **6.9 Outdoor Furniture/Accessories**

Outdoor furniture or accessories at the front of the property shall be well maintained. Rusted, broken, poorly maintained furniture must be removed or repaired/restored to a 'like-new' condition.

### **6.10 Antennae/Clotheslines/Satellite Dishes**

**Antennas** - No roof mounted or other antennas which are visible from the street are allowed. Small roof mounted satellite dishes are allowed.

**Clotheslines** - Clotheslines may not be visible from the street.

**Satellite Dishes** - Large, ground mounted satellite dishes which are visible from the street must have prior written approval by the Board.

### **6.11 Outside Lighting**

Ground effect (Malibu) lighting is acceptable lighting. Outside lighting cannot be directed toward a neighbor's property. Seasonal holiday lights and decorations must be removed no later than 30 days following the holiday.

### **6.12 Parking or Storing: Campers, RVs, Cars, Boats, etc**

No vehicles may be parked in the grass or granite areas of a lot/yard. Vehicles which could be construed as being neglected, abandoned or otherwise not in frequent use may not be stored in the front of the property either in the driveway or street.

Recreational vehicles, campers or boats may be temporarily parked in front of a home/lot for the purpose of loading, cleaning, etc for a period not to exceed 48 hours within a 7 day period. To avoid a violation notice, it is recommended that homeowners advise the Association management offices of temporary parking.

### **6.13 Vehicle Repairs**

Repairs and maintenance of vehicles may be performed on the lot provided the repairs can be completed the same day. Repairs which are of an emergency nature and require more than the same day restriction must alert the management company.

### **6.14 Signs**

Single "For Rent" or "For Sale" signs may be placed on lots.

Security System signs installed in a home may be placed upon a lot so long as the sign is of a reasonable size (in the estimation of the Board) and is placed nearer to the home than the street. This is not intended to limit in any way the visibility of the security sign.

### **6.15 Flagpoles**

Freestanding flagpoles are acceptable which display the American flag up to 16' tall, and are required to be constructed of a nonferrous metal. Flagpoles shall be kept neatly maintained and shall be installed using a sleeve to assure the flagpole is removable. The cemented sleeve will assist in the maintenance of the pole and will be easier to remove the flagpole if necessary.

Flagpoles displaying the American flag mounted on the eave or fascia are acceptable without architectural approval as long as the flag does not exceed 15 square feet.

Flags displayed at night are to be lighted according to the landscape lighting rules and regulations.

### **6.16 Basketball hoops / backboards**

Basketball hoops and backboards will be permitted under the following conditions:

- Basketball hoops must be pole mounted goals only. House mounted goals are not permitted.
- The backboard, net, and pole must be maintained in good condition or will be subject to required removal.

### **6.17 Window Coverings**

No reflective materials or laminates, tin or aluminum foil, or hung sheets are allowed as window coverings. Hung sheets may only be used for a temporary period. Blinds and shutters must be in good repair. Broken or damaged blinds/shades/shutters visible from the street must be repaired or replaced.

### **6.18 Gates & Walls**

Gates and walls must be maintained in good condition. Wooden gates or gates with wooden slats must have the wood maintained. If extensive weather damage occurs, the gate must be restored to a like-new condition.

Materials used for the protective coating on wooden gates must be either a natural or neutral colored wood stain with water repellent, urethane or light oil.

Damaged or broken gates or walls must be promptly repaired with the same or similar materials as the original construction. Construction and style must be consistent with other walls and gates within the community.

Temporary removal of block walls requires prior written approval. Reconstructed block walls must be reconstructed to the original condition and appearance or in the same condition and appearance as neighboring walls.

### **6.19 Cable Lines**

Cable lines shall be run underneath eaves or concealed. Any lines visible from the street or neighboring properties must be painted the same color as the surface to which it is attached.

### **6.20 Canopy/Tarps/Tents**

Canopies/tarps or tents erected on the rear property must not be visible from the street without prior written authorization

## **Section 7 Enforcement Policy**

The following procedures shall apply for enforcement of the CC&Rs and Rules and Regulations:

- **First advisement**, which explains the nature of the violation and the required corrective action
- **The second advisement** to the homeowner advises them again of the violation and the required corrective action and that **a monetary penalty (fine) will be levied** unless the violation is remedied.
- **A third advisement is provided** if the violation is again repeated, and the homeowner is advised they have 14 days to request a hearing to contest the fine.
- **Subsequent advisements are provided as needed until the violation is resolved. Each notice also results in the assessment of a fine.**

- **Fine amounts are at the discretion of the board up to a maximum of \$2,000.**
- **All fines are considered late if they are not paid within 14 days of the date assessed.**

## **Section 8 Collection Process**

Collection procedures for delinquent accounts are as follows:

- **15 days after assessment is due, Late Notice is sent – Late charge applied**
- **45 days after assessment is due, Final Notice is sent – Final notice charge applied**
- **75 days after assessment is due, Demand Letter is sent – Demand Letter charge applied**
- **120 days after assessment is due, account referred to attorney for collections**

Subsequent collection actions as directed by the Board may include filing a lawsuit in justice court for the outstanding debt, garnishment of wages, or possible foreclosure actions.

Delinquent accounts may be satisfied via repayment agreements and may be subject to a twelve percent (12%) per annum interest rate.

Costs incurred by the Association to collect delinquent accounts are the personal financial obligation of the homeowner and are charged to the homeowner's account.

## **Section 9 Park Uses & Restrictions**

The park/retention area in Towne Meadows is intended for the use and enjoyment of all residents of Towne Meadows and their guests.

- Any organized team sports or practices must obtain prior written permission from the board and provide proof of insurance with Towne Meadows HOA named as additionally insured.
- Any organized groups or activities involving 10 or more people must obtain prior written authorization of the Board. A refundable damage deposit of \$100 is payable by all groups for park use.
- No driving or hitting golf balls.
- Dog refuse must be immediately removed by the owner or handler.
- Dogs **must** be on leashes - observed or reported violations will be reported to Maricopa County Animal Control.