

# FOUNTAIN HILLS HOA

## COMMUNITY RESTRICTIONS

Animals	No animals, livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats, or other normal household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Animals are not permitted to roam the property and must be controlled on a leash or other means if they are not on a lot.
Antennas and Solar Collectors	No owner may erect or maintain an antenna or solar collector panel unless such apparatus is erected and maintained in such a way that it is fully screened from public view from a point in the center of the public right-of-way directly in front of the lot and in the case of a corner lot, also fully screened from public view from a point in the center of the public right-of-way directly to the side of the unit erected on such lot.
Basketball Goals	All backboards shall be in good condition. All poles shall be painted black or dark green. There shall be only one basketball goal per lot. Basketball goals must remain on homeowner's personal property and cannot be placed in the common area or on the public street and/or sidewalk.
Clothesline	Exterior clothes hanging devices shall not be permitted.
Detached Building	No detached building shall be erected, placed or constructed upon any lot without the prior consent of the board. No shed, barn, detached garage or other storage facility shall be erected upon, moved onto, or maintained on lot. Outbuildings or Exterior Structures, whether temporary or permanent, used for accessory, playhouse, animal shelter, storage or other purposes shall be approved by the committee.
Dog Runs	Dog runs are not allowed.
Doghouses	All outside doghouses or animal shelters shall be located in the back yard, shall be up against or within two feet of the unit, shall be painted the same color of the unit and shall have roofs that are compatible with the unit, unless otherwise approved by ACC.
Exterior Changes	No unit shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family primary dwelling, including a private swimming pool and other recreational structures, all of which must be approved in advance by the committee. The approval for the construction or alteration of any unit or exterior structure, including fences, shall be obtained from the committee pursuant to the terms of the declaration. In addition, no Unit, Exterior Structure, building, structure, fence, wall or improvements shall be erected or maintained on any lot unless same has been approved by the committee.
Exterior Maintenance	Each owner shall keep each lot in good order and repair and free of debris, including but not limited to the seeding, watering, and mowing of all lawns, the

	pruning and cutting of all trees and shrubbery, and the painting of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Painting must have prior approved by committee.
Exterior Maintenance	Each Owner shall keep each lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.
Fence	All walls, fences, planters and hedges shall be controlled strictly for compliance with the general intent and the specific requirements of the declaration and ACC guidelines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street boundary lines or in the case of a rounded property corner, from the intersection of the street boundary lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street boundary line with the edge of a driveway or alley pavement. All fencing shall be constructed of wood, wrought iron, or composite. No chain link fence shall be erected unless approved by ACC. All fences shall be constructed with the finished side out. No fence shall extend toward the front of the unit beyond the rear corners of the unit. No fence, wall or hedge shall be erected or maintained on any Lot which shall exceed six feet in height. All fences, walls or hedges must comply with zoning laws and building codes of city. No fence, wall or hedge shall be erected or maintained on any lot nearer to the street than the building setback lines for the front and side yards as reflected in the plat or by governmental authorities. No fence shall extend toward the front of the Unit beyond the rear corners of the unit. Fences cannot go all the way to the ground; must be a minimum of 3" from the ground surface. Fence must enclosure entire back yard and be stair-stepped. Wood fencing must be either natural sealed or stained with either Sherwin Williams Redwood #SW3501, Charwood #SW3542, Hill Country #SW3532, or an approved color by the ACC. Wood and Composite Fence may be Shadow Box Style, Traditional Style, Board on Board Style, or another style approved by ACC. Wrought Iron fence must be black, should be 3 line smooth-top 2x2 posts with dome tops. Composite fences must be either Woodland Brown, Redwood, or an approved color by the ACC.
Garage Doors	Must remained closed at all times except when necessary for entry or exit.
Garage Doors	All garage doors shall remain closed at all times except when necessary for entry or exit.
Garage Sales	No garage sales, sample sales, or similar activities shall be held within the property without consent of the Association.
Garbage	No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and

	sanitary condition. All refuse containers shall be screened or kept in a garage within the unit.
Gardens	All vegetable gardens shall be located in the back yard.
Hot Tubs	All hot tubs shall be kept clean and maintained in operable condition. All hot tubs shall be fenced or otherwise adequately screened.
Landscaping	Each lot shall be fully sodded. Landscaping shall be continuously maintained in accordance with the ACC guidelines. Each Owner shall keep each lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.
Leasing Homes	Any lease agreement between the lot owner and the lessee shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, and the organizational documents, bylaws, rules and regulations of the association and that failure to comply with the terms shall be a default under the lease. All leases shall be in writing and shall have attached to them the rules and regulations of the association. No rental agreement shall be for a period of less than 6 months unless part of an earnest money purchase contract agreement. No 'FOR LEASE' signs shall be permitted within the property. A copy of the lease agreement must be provided to the management company along with all renter contact information within 24 hours of the signing of the lease agreement and within 48 hours prior to the tenant taking occupancy of the home.
Lights - Holiday	No seasonal lights shall be installed on a unit before November 15 and shall be removed no later than January 15 of the following year.
Location of Improvements	No building shall be located on any lot nearer to the front line or nearer to the adjacent side lot lines than the minimum building setback lines shown on the recorded plat and must be approved by the ACC.
Nuisances	No noxious, obnoxious or offensive activity shall be carried on upon any lot, or any part of the property, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the owners of such owner's respective dwelling unit, or which shall be deemed to have been a factor that would create an increase in a neighboring lot owner's homeowner's insurance costs.
Oil and Mining	No oil or mining of any kind shall be permitted
Painting	Each Owner shall keep each lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Painting and colors must be approved by committee.

Parking	No vehicles, trailers, implements or apparatus may be driven or parked in any common area or on any easement.
Playset	Recommended to be 10-15' away from property lines. Wood materials recommended. No metal structures. Prefer neutral color with respect to tarps, slide, etc. Standard size no more than 12' height by 18' length.
POD	POD storage units are permitted with ARC approval to be placed in said driveway for a max of 10 consecutive days within a 6 month period. May not block pedestrian or vehicle traffic.
Rental Leases	Any lease agreement between a lot owner and a lessee shall provide that the terms of the lease are subject to all respects to the provisions of the Declaration, and the organizational documents, the Bylaws, and any Rules and Regulations of the Association, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall have attached to them the pertinent Rules and Regulations of the Association. No rental agreement shall be for a period of less than six (6) months unless part of an earnest money purchase contract agreement. Not "FOR LEASE" signs shall be permitted within the property.
Residential Use	The lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such lot other than one used as a single family dwelling, except that a professional office may be maintained in a dwelling, and provided that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this article, the term professional office shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics or a law office with multiple attorneys.
Roof	Roofing materials may include composition shingles, slate, clay or concrete tiles. Composition shingles and comparable in surface textural appearances to wood shingles. Color for slate, clay or concrete tile roofs shall be approved individually the committee.
Satellite Dish	No owner may erect or maintain a satellite dish or similar apparatus having a diameter in excess of 30 inches.
Signs	No sign or emblem of any kind may be kept or placed upon any lot or mounted, painted or attached to any unit, fence or other improvement visible from public view except for one For Sale sign, not to exceed 2'x3' in size. No political or leasing signs.
Solar Panels	No Owner may erect or maintain solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is fully screened from public view from a point in the center of the public right-of-way directly in front of the Lot and, in the case of a corner lot, also screened from public view from a point in the center of the public right-of-way to the side fo the Unit erected on such Lot.

Swimming Pools	No above ground swimming pools shall be permitted. In ground pools must be approved by ACC.
Temporary Structure	No structures of a temporary character, including, without limiting the generally thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
Tree Removal	Must have ACC approval.
Vehicle	No unlicensed vehicle, vehicle with expired tags, campers, vans, pickup trucks, boats, boat trailers, recreational vehicles, commercial vehicles and other types of non-passenger vehicles, equipment implements or accessories may be kept on any lot unless the same are fully enclosed within the garage located on such lot. Except in connection with construction activities, no automobiles, boats, trailers, campers, trucks, trailers, recreational vehicles, boats, buses, inoperative vehicles of any kind, rigs, or boat rigging and other large vehicles, including grounds maintenance equipment, may be parked or stored permanently or semi-permanently on any portion of the Common Areas, any public or private street right-of-way, or any portion of a lot except as provided herein. Parking of all such vehicles shall be in garages or screened enclosures approved by the Committee. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for forty-eight (48) or more consecutive hours. No 18 wheel vehicles or other similar large van or flatbed type vehicles may be parked on any public or private street, front yard, or driveway except to deliver or pick up items. The board shall have the right to tow any vehicle at the owner's expense. No junk vehicle or other vehicle on which current registration plates are not displayed. Nor shall the repair or extraordinary maintenance of automobiles be carried on any lot unless within a garage.
Visual Screening	All equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas.
Visual Screening	All equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from the view of neighboring lots, streets, parks and public areas. Screening must be approved by the ACC. No exterior clotheslines shall be allowed on any lot.
Walls, Hedge	All walls, fences, planters and hedges shall be controlled strictly for compliance with the general intent and the specific requirements of the declaration and ACC guidelines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street boundary lines or in the case of a rounded property corner, from the intersection of the street boundary lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street boundary line with the edge of a driveway or alley pavement. No tree shall be permitted to

	remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
Water	No water form any roof, downspout, basement, or garage drain or surface drain shall be placed in or connected to any sewer line unless permitted by governmental authorities having jurisdiction over the property.
Water Wells	The drilling, operating or maintaining of any water wells on any lot shall not be permitted.
Window Treatment	No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors on any lot.

## **ENFORCEMENT**

In the event of a default which continues beyond 10 days after the delivery by the Association and/or Management of written notice to an Owner or occupant of any lot in the property on the part of the Owner or occupant of any lot in the property in observing any of the requirements of the declaration, the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said lot to take such action as may be necessary to cure such default. All costs related to such correction, repair or restoration shall be charged to the Owner or occupant.

## **RULES ENFORCEMENT POLICY STATEMENT**

### **Violations of Law**

Some behavioral issues are regulated by municipal, county or state law, such as excessive noise or public consumption of alcohol. In those types of circumstances, where the law is clear, the Association defers to the civic authorities for enforcement. An Association is not a substitute police force or municipal court.

### **Violations of Association Rules**

Part of the governing documents of the Association are Rules and Regulations. These specify certain standards for use of the property and derive their authority from the Declaration of Protective Covenants, Conditions, and Restrictions, and Grant and Reservation of Easements. These Rules can be amended by vote of the Board of Directors. This enforcement policy statement is included as part of the Rules and Regulations.

Enforcement is normally managed via a letter to a resident reminding or explaining the Rule. In many circumstances this resolves the issue with no further action. The Board has the discretionary authority to take more assertive action. For example, the Board can charge a resident for the replacement or repair costs for damages caused by the resident or guest of the resident. The board may issue fines for architectural improvement violations. In addition, the Board can levy a fine for Rules violations and revoke privileges, such as loss of access to the clubhouse, pool, or exercise room.

**Step One** - A warning letter will be sent stating the complaint, the violated rule of the Association, and the escalating fine schedule for future complaints.

**Step Two** - This general fine schedule will apply for additional complaints on the same matter:  
\$100.00 for the second complaint

\$150.00 for the third complaint  
\$200.00 for each subsequent complaint.

This schedule does not limit the Board's authority to set aside these normal steps in order to address egregious Rules violations, or to not apply a fine if the Board deems the circumstances warrant a lesser response.

**Step Three** - Unpaid fines are collectable in the same manner as unpaid monthly assessments and may result ultimately in a lien on an owner's unit and possibly foreclosure. Homeowners will be responsible for late fees for fines not paid when due, following the same manner as unpaid monthly assessment. Collection fees, administrative fees, legal fees and attorney fees can also be charged to the homeowner.

### **Right of Appeal**

Upon receipt of a fine notification, the recipient has 30 days to submit a written defense with appropriate evidence. The Board will respond in writing with its decision to rescind or enforce the fine. Fines are payable within 60 days of the Board's decision.

The owner must deliver a written notice to the board no later than the 10th day after receiving the notice from the board. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose the Individual Unit Assessment. If a Unit Owner requests a hearing, at least 7 days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. Should the appeal fail, the Association's attorney fees and other reasonable costs shall constitute a lien against the property of the homeowner.