



Payson Pines Homeowners Association

Rules and Regulations

Revised 1 January 2021

PAYSON PINES HOMEOWNERS ASSOCIATION
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PAYSON PINES HOMEOWNERS, ASSOCIATION RULES AND REGULATIONS

Revised 1 January 2021

AUTHORITY

The Declaration of the Association, referred to as the CC&Rs, establishes the authorization for publication of the Rules and Regulations as Association Governing documents.

Pursuant to the provisions of Section 3.3 of the Declaration of the Association the Board of Directors hereby promulgates and adopts these Rules and Regulations.

In addition to Association documents, the Rules of the Association take into consideration the Federal, County, State of Arizona Revised Statutes (ARS) Title 10 and Title 33, and the Town of Payson Code of Ordinances.

The Board of Directors has the right to suspend the use and enjoyment of any provisions of the Declaration by the Owner, or their family, or guests and may levy fines as determined by the Board of Directors. To enforce the rules and regulations and the provisions of this document, the Association or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit.

The Board of Directors hereby delegates authority to the Architectural Review Board and its members or designee, to carry out the responsibilities of supervision for compliance of these adopted Rules and Regulations of the Association.

All or any Association Rules and Regulation may be amended or repealed by the Board of Directors.

These Rules and Regulations supersede any Rules and Regulations revised or distributed by the Association prior to 1 January 2021.

CERTIFICATION

I hereby certify that the Board of Directors of the Association on 1 January 2021 duly adopted the foregoing Rules and Regulations

Jackie Draves
Secretary of Association

INTRODUCTION

The Payson Pines Homeowners Association, Inc., a registered Non-Profit Corporation under Arizona Law, the Board of Directors and the Officers of the Association are resolved to protect the rights and privileges of all Association members and to promote fair and equitable use of all properties for the benefit of Association members and their guests. It is the responsibility of each Association member to make it's family, guests or tenants aware of these Rules and Regulations and to ensure their compliance when using any facilities within a member's parcel as well as the Community Common Area within the Association.

Each Association member, tenants, family members, and authorized guests shall be responsible for their own safety and well being. All persons using Association Common Areas within the Payson Pines Association do so at their own risk. The Association assumes no responsibility for injuries, damages or loss to individuals or the private property of an individual. Members will be held financially responsible for damage to any Community Common Area within the Payson Pines Development caused by them, members of their family, their guests or tenants through theft, vandalism or any rules violation with fines imposed.

AMENDMENTS

The Board of Directors of the Payson Pines Homeowners Association, Inc. may amend these Rules and Regulations from time to time as pursuant to Article III, Section 3.3 of the Declaration of the Association.

Amendments shall be implemented using a replacement page method. Under the replacement page method, pages that are affected by an amendment (i.e. language which appears on a page has been changed) shall be replaced with a new page which has the changes incorporated.

Document pages will have a revision date on each page.

This set of Rules and Regulations adopted by the Board of Directors for the Payson Pines Homeowners Association, Inc. on 1 January 2021. All previous versions and amendments to the document have been included in this revision.

<u>Page</u>	<u>Section</u>	<u>Article</u>	<u>Subject</u>	<u>Date Amended</u>	<u>.</u>
All			Complete revision to reflect ARS	1 January 2021	

I. COMMUNITY GENERAL RULES INFORMATION

Use of Payson Pines Community Common Areas within the Development and all areas of access to these common areas are to be used and enjoyed by the following persons:

1. Property Owners:

Owners of a parcel or residential unit within the boundaries of the Payson Pines Development are subject to the rules and privileges of the Association Properties as established by the Board of Directors of the Association.

2. Resident Tenants:

All Tenants who lease or rent a residential unit within the boundaries of the Payson Pines Development are subject to the same privileges and rules of enjoyment as the property owners.

3. Guests:

The Association grants the same privileges to all guests, which are residing or visiting with a Property owner or Resident Tenant within the Development of Payson Pines. The conduct of guests is the responsibility of the Association member hosting the guest, and the member may be responsible for damages incurred by the guest.

II. SPECIFIC RULES AND REGULATIONS:

2.1 RESIDENTIAL USE

Each Parcel shall be used, improved and devoted exclusively to a single family residential use as defined within the Declaration Sect 1.14, and not for openly commercial purpose or use. No time-share or short term rental of any Parcel is permitted. Long term rentals for over a 180 day contract are documented on an approved Leasing of Property Requirements Form, are in compliance with stated restrictions, and the completed form must be submitted to the Association. An owner using a Management Company or Agent for rentals must ensure tenant is furnished with Association Governing Documents to ensure residential compliance.

2.2 MEMBERSHIP RIGHTS

No member of the Association shall authorize the use of any Association facilities or common area to a person or persons not under their direct control or responsibility.

2.3 USE OF EQUIPMENT

Use of skateboards, roller skates, bicycles, scooters, roller blades, powered devices, by gasoline, electric or other fuels, and other similar devices within the development of Payson Pines is restricted to those areas where permitted by Town code and those areas where their use will not create a hazard or nuisance.

2.4 USE OF MOTORIZED VEHICLES

Movement of vehicles, motorcycles, golf carts, all terrain vehicles, or other power devices within the Payson Pines Development shall be limited to the posted limit at all times and shall not be permitted on any property under the control of the Association. Exception is made for handicap access to the common area.

2.5 GENERAL CONDUCT

Fighting, drunkenness, urination, defecation, cursing, loud music, or other activities that may be or become a nuisance to members of the Association are prohibited at all times.

2.6 MEMBER CONDUCT

A member of the Association, property owner and all residents, any members of any resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity including drug related criminal activity, within the confines of the Association.
2. Shall not engage in any act intended to facilitate criminal activity.
3. Shall not allow the dwelling unit to be used for or facilitate criminal activity.
4. Shall not allow threatening or aggressive behavior or conduct directed at another member of the Association or at an Association Representative during performance of their Association duties.
5. Shall not trespass onto another member's property without invitation.

2.7 NUISANCES AND OTHER IMPROPER USE

No nuisance as defined within the Declaration shall be permitted to exist on any Parcel or Common Property so as to be detrimental to any other Parcel in the vicinity thereof or its occupants. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction shall be complied with at all times.

2.8 INSURANCE

Nothing shall be done or kept in any residence, yard, and parcel or in the Common Property, which will increase the rate of insurance for any other parcel.

2.9 SOLICITING

No soliciting will be allowed at any time for any reason.

2.10 FIREARMS

Discharging a firearm, BB gun, Pellet gun, using a slingshot to propel missiles of any description, or using a bow and arrows within the Association Community or Common Areas of Payson Pines Developments is prohibited.

ARS 13-3107 prohibits the discharge of any firearm within Town Limits. Violations will be reported to the Town of Payson Police Department.

2.11 FIREWORKS

The use of fireworks within the Payson Pines Development or Common Area is prohibited at all times.

2.12 POLLUTION

Any and all pollution that would drain into any storm drain or other area that drains into the Common Area, Retention Basins, or any other area of County, Town of Payson, or Association control is prohibited at all times.

2.13 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Parcel at any time for any purpose.

2.14 DRONES (Also known as Unmanned Aircraft Systems)

The flight of recreational drones is not authorized within the Association property limits. Drones can constitute a violation of the privacy rights of individuals and may also be in violation of FAA requirements due to the close proximity of the airport. National Forest requirements do not allow harassment of animals with drones. Drones may also cause restrictions on Public Safety operations such as firefighting and police efforts. The noise generated may also be categorized as a nuisance.

2.15 DARK SKY

The Town of Payson and the Association have adopted the practice of maintaining the dark sky environment by elimination of light pollution and skyglow. Members are encouraged to install environmentally responsible downward pointed and shaded external fixtures using low watt or warm colored bulbs. Lights should be turned off when not in use for personal movement safety. All lighting except low voltage lights should be extinguished after 10 PM.

The Town of Payson has incorporated sections in the Code that include the recognition of bright residential lighting being a public nuisance and as such is enforceable on complaint.

Lighting that intrudes onto the property of nearby residents is enforceable by ARB action as a nuisance as defined by the declaration.

2.16 FIREWISE

The Association has been registered as a NFPA Firewise community. Cooperative cleanup of community areas and private property can gain benefits for every homeowner in improved safety and reduced premiums on homeowners insurance.

The Association has established a Firewise Committee to aid members in determining compliance with initiatives to keep area in good and safe condition and eliminate fire hazards on and around individual properties. Town of Payson Fire Department will also assist owners in determining fire hazards on an individual parcel.

The Firewise Committee has been delegated authority by the Board of Directors to cite residents when a property has issues that can jeopardize the entire neighborhood.

2.17 DELEGATED AUTHORITY

The Board of Directors delegates authority to the ARB Committee to note violations to the rules, and to notify members of those violations. Notification of violations will be done in writing to the resident on record with the Association. Enforcement of the Declaration, Bylaws, and Rules is done through Board action in accordance with the declaration and applicable State laws.

III. COMMON PROPERTY, YARDS, AND SERVICES

3.1 LANDSCAPING

The Association shall maintain such improvements and the cost thereof shall be paid as a part of the General Assessment. Irrigation systems are maintained as part of the landscaping.

3.2 FENCING

The Association maintains fencing around the perimeter of common areas for definition of foot traffic limits, aesthetics and safety. Owners should not assume that common area fencing defines legal property boundaries.

3.3 STRUCTURES AND COMMUNITY PROPERTY

The association maintains structures on the common areas. Recreational items, ramadas, patio gathering areas, and walkways are available for use by residents and are encouraged to be used.

3.4 UTILITIES

Each Parcel has been supplied with connections for water, sewer, electricity, telephone and cable television systems. The Owner is responsible for all cost associated with their service if utilized.

3.5 OWNER'S RESPONSIBILITY

Each Owner shall keep all parts of their Parcel in good order and clean and free of all debris. Each Owner shall be responsible for the periodic restoration, repainting of doors and trim, and re-staining or painting of the exterior of the residence. Approved colors and materials information may be found on the Board Approved Project Request Form. Deviations from approved colors or material must be approved by Board action.

3.6 TRASH COLLECTION

Each parcel shall have trash collection either as supplied by the Town of Payson or its designee or by other legal disposal. Homeowner shall be responsible for the costs thereof. All trash should be kept in closed containers and not allowed to accumulate on property, and removed promptly. Large storage bins may only be utilized during construction or major cleanup and must be removed promptly when task is completed. Placement of large bins may require Town of Payson approval.

3.7 VISIBILITY AT STREET INTERSECTIONS

Owners may not allow shrubbery or structures to obstruct visibility at intersections of streets. Individual lighting on properties shall not be directed towards intersections or streets to possibly blind drivers to hazards. Individual property landscaping must be trimmed to allow safety visibility.

IV. ARCHITECTURAL CONTROL

4.1 CONSTRUCTION SUBJECT TO ARCHITECTURAL CONTROL

No construction, modification, alteration or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any

residence, shall be undertaken on any Parcel unless approval in writing by the ARB has been granted. ARB will review proposed alterations or construction for compliance with Association documents and verify Government permits have been properly issued, if required, before approving project.

4.2 LIABILITY

Approval by the ARB of an application by an Owner shall not constitute a basis for any liability of the members of the ARB, the Board of Directors or the Association for any reason. If plans should require building construction permits from the authority having jurisdiction, it shall be the responsibility of the Owner to obtain all necessary permits required for the project prior to initiation of any work.

4.3 APPLICATION

The documents, materials and items to be submitted to the ARB for approval shall include:

- * Construction plans and specifications
- * Landscaping plans
- * Elevation or rendering of all proposed improvements
- * Samples of materials, exterior coatings and colors
- * Other items as the ARB may deem appropriate including Government permits if required.

No new construction on any Parcel or Property shall be commenced until a Project Request Form has been obtained, filled out, submitted to the ARB Committee, approved, and returned to the Property Owner.

Once construction has obtained final inspection by Town or County the Form is returned to the ARB for filing into property records.

V. USE OF PROPERTY

5.1 PROTECTIVE COVENANTS

In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this document.

1. VISIBLE DECORATIONS

All Seasonal or Special Occasion decorations displayed on any Parcel or Common Area may not be displayed more than 30 days before an occasion and shall be removed within 15 days after the occasion or celebration date has past.

2. YARD ART

Decorative items used by an individual resident to beautify their property must be tasteful and not intrusive to other residents. Lighted installations must be nonintrusive, Dark Sky compliant, and only shine directly onto the object and not onto nearby shrubbery or homes.

3. **GARAGE SALES**

Each residence may have one (1) garage sale, estate sale, etc., every six (6) months. All of these sales will require permission, in writing, from the ARB Committee to ensure proper disposition of signage and placement location. These sales must be for the sole purpose of the property owners or tenant who reside within the Payson Pines Developments. All signs pertaining to personal sales listed above shall be removed from posted locations by 6:00 p.m. on the last authorized day of the sale.

4. **PROPERTY FENCING**

Owners may install fencing on the perimeter of their property for screening or decorative purposes; however, all fences must meet Town Codes. Owners shall not be permitted to erect perimeter fencing without express prior written approval of the ARB and documented by an executed Project Request Form. The ARB approval of fencing shall take into consideration the aesthetic quality impact on the adjoining neighbors and the property as a whole. No metal fencing, chain link fencing, barbed wire, or cement block walls, designed as a fence, of any height shall be permitted on any parcel. Pet restraint fencing may be approved if hidden from view by approved wood fencing.

If fences are not shared by nearby residents then they must be placed well within the individual resident's property. Fences intruding onto another resident's property will be removed at the cost of the violating owner.

5. **PETS**

The Town of Payson Municipal Code, Chapter 90, as implemented by the Town Council, determines the allowance of pets within the Town limits. All animals not properly controlled within an owner's individual property must be leashed or otherwise restrained. Pets must be properly taken care of by the owner, and may not become a nuisance to others, either by noise or odors. It is the owner's responsibility to remove any waste generated by the animal. While the Association attempts to provide waste bags at the entrances to our common area for waste removal, the Association does not provide containers for that waste, and owners must remove the waste from all areas and properly dispose of it. Violations of the Town Code will be reported to the Town of Payson for possible action that could involve animal detention and possible fines.

6. **FLAG DISPLAYS**

Members may display a maximum of two (2) flags on the property at any time. American and military flag displays must be consistent with Federal Flag code P.L 94-344 of the US Code and ARS 33-1808. Flagpoles may not exceed the height of the roofline of the home. Location of pole installations must be approved by ARB action using a Project Request Form, and cannot be placed within property setbacks.

Lighting must be approved. Flag lighting must meet Dark Sky conditions. Posttop flagpole lighting is acceptable as long as lighting is aimed directly at flag and not at adjoining properties. Flag up lighting, if used must be directed away from adjoining properties, roadways, and shielded by onsite structures.

7. **PARKING**

On street parking is discouraged due to interference with public service utility service such as trash pickup, street sweeping, and snow removal. No vehicles or equipment of any kind may be parked on any part of the Property not designed for vehicle traffic. Only motorized vehicles bearing current license and registration tags, as required pursuant to state law, shall be permitted on that part of the property designed for vehicle traffic. Disabled vehicles may not be disassembled while visible from other properties and must be enclosed within property garage or carport.

Per ARS 33-1809 Public Service and Public Utility vehicles bearing official license or emblems with a gross weight of 20,000 pounds or less may be parked on the street.

8. **RECREATIONAL VEHICLES**

No recreational vehicle of any kind, motorized or other wise shall be visibly stored, parked, or used for lodging of any persons for any purpose at any time. All recreational vehicles may be parked in the street or driveway in front of the owner's residence only for the purpose of loading or unloading of material and supplies or charging operational equipment from an outside source. Parked vehicles may not impede normal traffic flow on the street. A time limit of no more than 24 hours for the purpose of loading and unloading is permitted. Successive overnight parking for any type of recreational vehicle or trailer is not permitted. Exceptions to the above must be requested from a member of the ARB Board. ARB exception permits once issued must be visibly displayed on unit while parked.

9. **RECREATIONAL FIRES**

A recreational fire is defined as an outdoor fire burning materials other than rubbish. All fires within the Town of Payson limits are required to be a minimum of 25 feet away from any structure or trees with a clear 10 foot radius around the fire area. Fires should not be laid onto the ground but should be contained within a firepit or screened container. Fires that generate sparks or objectionable smoke are prohibited. All fires must be constantly attended until fire is extinguished. A minimum of one fire extinguisher and other things like dirt, sand and a charged garden hose shall be immediately available.

Decorative firepits or other social gathering devices must be attended by at least one adult while operating.

It should be noted that when seasonal or other fire restrictions are put into effect by either the Town of Payson or the Forest Service that all fires are prohibited.

Fire restrictions do not normally apply to the safe use of covered outdoor grills utilized specifically for cooking on private property.

10. CLOTHESLINES

No permanent clotheslines or other clothes-drying facility shall be permitted on the property and visible from any road or disturb another parcel. Day use of temporary clotheslines is permitted but must be removed after use.

11. GARBAGE AND TRASH CONTAINERS

All garbage and trash containers must be stored so as to not be visible from the street. No part of the parcel shall be used for the dumping or storage of refuse. Containers stored outside and disrupted by animals must be cleaned up by owner immediately. All trash and garbage containers shall not be placed at the curb for pick-up any more than 24-hrs prior to collection, and shall be removed from the curb no later than 24-hrs after pick-up.

12. ANTENNA INSTALLATIONS

Direct broadcast, TV, and Internet antennas are considered as Over-the-Air Reception Devices (OTARD) and as such are controlled by the FCC under CFR 47, Section 1.4000. This code allows installation of antennas no larger than 3 meters (39.37 inches) diameter. This can include wireless antennas or transmitters.

Antennas should be securely mounted onto a vertical mast or directly mounted onto the structure of the home. If a mast is used to provide mounting for the antenna it cannot exceed 12 feet in height. Antennas should be mounted where they are not visible from the street if possible but can be limited in location position based on reception of the signal.

ARB review of antenna installations should be done in advance to ensure safety and security of mounting and placement does not interfere with neighboring properties.

13. WINDOW AIR CONDITIONERS

No window air conditioning unit shall be installed or permitted in any of the residences without the prior written approval of the ARB. Installations must not present a nuisance to nearby parcels.

14. TEMPORARY STRUCTURES

No structure of a temporary character, including, without limitation, any travel trailer, Pop-up trailer, utility trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Parcel at any time, except temporary structures maintained for the purpose of construction and pre-approved on the Project Request. Temporary containers placed on property for internal construction or cleanup are acceptable and should be removed once task is completed.

15. WATER SUPPLY AND SEWAGE

No individual well or septic tank will be permitted on any Parcel at any time for any reason. Town of Payson provides water and Gila County provides sewage. It is the owner's responsibility to pay for services provided.

16. FUEL STORAGE TANKS

No fuel or gasoline storage tanks shall be permitted on any Parcel at any time for any reason. Small containers for yard equipment or generators are acceptable and must be properly stored.

17. TREES

Every property owner shall take such steps as are reasonable and necessary to prevent their trees from endangering other vegetation on their property, or that of adjoining property owners. No trees shall be cut or removed from the property or new trees planted without approval of the ARB, which may be conditioned upon such factors as the overall landscape plans for the Parcel.

Town of Payson Code 153.31 requires a Town permit for removal of any tree in excess of 6 inches diameter measured 4.5 feet above ground level. Prior to submitting an ARB request, the member must obtain the Town permit, which gets submitted along with the Association Project Request form.

In some cases, the planting of a replacement tree or shrub may be required.

18. HAZARDOUS MATERIALS

No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Property.

19. LEASING

Owners are permitted to lease their Residences on such terms and conditions as they may determine, provided however, all tenants shall be required to comply with all terms and conditions of the Declarations, By-Laws and these Rules and Regulations.

1) Requirements

No lease/rental agreement of property shall be for less than 180 days. Per ARS 33-1806.01 it shall be the responsibility of the owner/landlord/agent to provide the HOA Board with the name of the adult tenant(s), the tenant's contact telephone number(s) and/or email information, the term of the lease (dates), and the vehicle(s) description and license plate numbers of the tenant's vehicles normally parked at the parcel.

If an agent is used, the owner shall designate who shall conduct business with the Association except for voting in Association elections and serving on the Association Board of Directors. On receipt of such designation, any communication sent to the designated agent constitutes notice to the member. The owner shall be responsible to ensure the agent has current copies of the Association Governing documents to furnish to the lessee.

This information shall be provided on the approved form (Leasing of Property Requirements), of this document, to the HOA Board no later than 10 days from the beginning of the lease/rental agreement. Failure by the owner/landlord/agent to provide the requested information within the time

period will result in a monetary penalty described in sub-section 2 of this section.

2) MONETARY FEES AND PENALTY

It shall be the policy of the Board of Directors of the Payson Pines Homeowners Association Inc. to impose an application fee for a new tenant of \$25, due within fifteen (15) days submission of the Lease form. Per ARS 33-1806.01, a penalty of an additional \$15 may be imposed for late or incomplete information submittal. No fee is charged on lease renewal for same tenant.

20. FLAMMABLE OR COMBUSTIBLE MATERIALS

The use of any device that will project an explosive material into the air or across the ground that may be considered combustible or flammable is prohibited in the community of Payson Pines whether within the common area or on a parcel.

21. BASKETBALL GOALS AND BACKBOARDS

Only basketball Goals mounted on a designed pole, which can be moved and stored upon the Parcel from the street side of the parcel, will be permitted for use within the Payson Pines community. Said Goals shall be removed from the front side of the Parcel when not in use and may not be stored on the street side of the parcel. Basketball backboards may not be mounted on a structure within the parcel.

22. SOLAR ENERGY DEVICES

Solar energy collectors absorb solar radiation and convert it to heat or electricity. Installations of solar panels require location in areas of best availability of sunlight. Solar collectors may be placed on the roof of a structure or on the ground. No ground installations may be done on the front of the structure and visible from the street. Location positioning should not allow reflections to shine directly onto another property. All solar installation should be pre-approved by the ARB on a Project Request Form to ensure proper placement on the property.

23. SECURITY

Security system installations such as cameras and motion activated lighting may be installed. Mounting of cameras may not cause noise or lights to impact other properties. Camera may not be aimed at other properties or cause privacy violations.

Motion activated lighting must be aimed downward and may not project onto street or nearby properties.

Alarms, either noise or light items, may not remain on long enough to be a nuisance to nearby residents. Random or frequent nuisance activation must be corrected immediately or system must be deactivated by owner.

5.2 COMPLIANCE

It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the Rules and Regulations in regard to the use of the Residences, Yards, Parcels and Common Property which may be adopted in writing from time to time.

Upon violation of any of the Rules and Regulations adopted as herein provided, or upon violations of any of the provisions of the Declaration and By-Laws of the Association, the Association may levy fines as determined by the Board of Directors. To enforce the Rules and Regulations and the Provisions of the Declarations of the Association, the Association or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit.

The Board of Directors shall have the right to waive the application of one or more of these rules and restrictions or to permit a deviation from these restrictions as to any portion of the Property where, in the discretion of the Board, circumstances may exist to justify such waiver or deviation.

5.3 OWNER RESPONSIBLE MAINTENANCE

Each Owner shall keep all parts of his Parcel in good order, clean and free of debris, repair or replacement of roofing, repair or replacement of windows and doors including repair or replacement of glass or screen, repair or replacement of building materials on the exterior of the Residence.

Each Owner shall be responsible for the periodic restoration, repainting and re-staining of the exteriors of the Residence. Color or material changes must be pre-approved by the ARB on a Project Request Form.

If an Owner fails to maintain the Parcel in good order and attractive manner, the Association, under the time limits and provisions of ARS 33-1803, and by approval of the Board of Directors, shall have the right to enter upon such parcel to correct, repair, restore, paint, stain and maintain any part of such Structure or Parcel. All costs related to such correction, repair or restoration shall be recorded as a Parcel Assessment.

RANGE OF PENALTIES

The Board of Directors has the authority to impose reasonable monetary penalties for violations of the Declaration, the Bylaws, and the Rules of the Association. The Association has found that a static fine schedule is not as effective as a flexible range of penalties in encouraging proper conduct. The Association does not want individuals to believe they cannot simply pay to violate the rules nor does the Association want the fines structure to be so rigid that it cannot consider mitigating factors. Accordingly, the Association has adopted a range of penalties. Any violation of these Rules and Regulations is subject to a penalty of up to five thousand dollars (\$5,000.00) for each violation.

The Association has delegated the authority to conduct initial hearings on alleged violations to the Architectural Review Board (ARB). Per ARS 33-1803 members may appeal a decision of the ARB by submitting a written statement sent to the Association address of record via certified mail asking the Board of Directors to review the matter. Any such appeal should be submitted to the Association, in

writing, not later than twenty-one (21) calendar days after the written notice of the decision of the Architectural Review Board. The Board of Directors will respond within ten (10) business days. The response will include the member's option of additional appeal to the State Real Estate Department. The Board of Directors may impose a fine for non-compliance based on the circumstances and the violation.

In determining what range of penalties to impose following a determination of a rules violation, the Board of Directors will consider a variety of factors relative to any violation, including:

1. Whether the violation was in interference with Association Officers performing their duties
2. The severity of the violation
3. Prior/subsequent incidents
4. Prior fines
5. Prior warnings
6. Any personal injury resulting from the misconduct
7. Any property damage resulting from the misconduct
8. Interference with the enjoyment of other residents
9. The attitude of the violator
10. Any mitigating circumstances

The Board of Directors may, in its sole discretion, determine what is appropriate action to protect the Association and/or enforce its governing documents, including, but not limited to, proceeding with the initiation of legal action to compel compliance.

PAYSON PINES HOMEOWNERS, ASSOCIATION

FEE AND FINE SCHEDULES

FEES

Assessment

Assessment levels are developed by the Board of Directors during annual budget development and are due and payable per the declaration at a specific designated date published on the notice of assessment. ARS 33-1803 allows a late fee to be charged 15 days after the published due date however it has been the practice of the Association to allow a 30 day time frame. A late fee will be added to any assessment not paid by the published grace period date.

Fee for late payment of assessment: \$15

Property Transfers

The Association charges a property transfer fee for generation and execution of the documents and mailings required by ARS 33-1806. This fee is paid thru escrow Title Company transactions.

Fee for property transfer transactions: \$172

Lease or Rental document fees

Per ARS 33-1806.01 the association charges a rental agreement initiation fee for lease or rental agreements with a new tenant. No fee is charged for subsequent agreements with same tenant.

Fee for lease or rental agreement initiation: \$25

Fine for late or incomplete submittal of documents: \$15

FINE SCHEDULE FOR VIOLATIONS

As directed by the By-Laws under Article 3 titled Powers and Duties, Section 3.9.12 and ARS 33-1803, this flow of notice and fines schedule is developed to impose fines for violations of the Declaration, By-Laws, Rules and Regulations, Firewise, Dark Sky, and the Architectural Rules of the Payson Pines Homeowners Association.

FIRST NOTICE:

A notice of violation is sent via standard mail to the homeowner explaining the infraction of the rules and what necessary steps are required to correct the violation. This notice will also state which Article and Section of the documents are in violation and the amount of time the resident or homeowner has to come in compliance with the rules and regulations. Extensions to a specific citation may be allowed based on circumstances surrounding the violation by request back to the ARB or Firewise Committee issuing the notice.

If the member corrects the violation they should notify the Association when item cited is completed to remove it from the pending files and terminate all subsequent actions.

Per ARS 33-1803 (C), members may provide a written response by **certified** mail within 21 days of the date of the notice. This response may also include a request for a hearing by the Board of Directors. Upon receipt, the Board will schedule a Closed Meeting hearing at which time the member may present any rebuttal of the citation. If a hearing is scheduled, the Board will respond to the hearing request within 10 days via certified mail. Upon hearing and review of the member response the Board can discuss and possibly cancel or revise the citation if so decided. The Association will respond in writing by certified mail to the member within 10 days of the Board's decision. The response may include a specific completion date for the violation if violation is enforced. The results of the Board hearing are final.

TIME PERMITTED FOR CORRECTION: **31-DAYS**

SECOND NOTICE

At expiration of the due date of the violation cited or the date established by Board Review Hearing, if the violation has not been corrected and no hearing was requested by the member after the first notice, the ARB will notify the Board of Directors. The Board will schedule a Closed Meeting where a decision will be decided on ramifications for the citation. The Board meeting results will be sent to the member cited via certified mail within 10 days of the meeting.

The results of this Board decision will always include a fine. Depending on circumstances of the citation the fine may be up to \$5,000. The fine will be accompanied by a Board directed Special Assessment on the parcel for the amount of the fine.

ARS 33-1807 states that any assessment is a lien against the parcel. Any Special assessment directed by the Board in compliance with ARS 33-1803 for violations or other actions is legally enforceable.

TIME PERMITTED FOR CORRECTION AND REMITTANCE OF THE FINE – **30 days**

THIRD NOTICE

After expiration of the time limits of the second notice with no resolution, the Association will turn the information over to the Association's Legal representation for either collections action or lien application. The member will receive a letter via certified mail from the Association advising them of the legal contact information.

From the point of turnover, all communications with the member must be done thru the Legal process. No further direct communication with the Association or Board will be allowed.

All costs to the Association from this action will be additive to the parcel assessment.

APPEAL PROCESS:

A member of the Association may appeal any notice of violation in writing and sent by **certified** mail to the Board of Directors of the Payson Pines Homeowners Association, and they in turn will review the appeal submitted for review and render a decision.

All appeal requests must state specifically why you are in dispute with the Notice of violation.

Once the appeal or Board hearing is completed, if the member disagrees they may file an appeal to the Arizona Real Estate Commissioner for review pursuant to Section 32-2199.01.

LEASING OF PROPERTY REQUIREMENTS FORM
PAYSON PINES HOMEOWNERS ASSOCIATION
Revised 11/22/2021

Date: _____

This form is documenting the lease between the legal Owner or their documented designated Agent and a tenant who will be residing on a parcel within the Payson Pines Homeowners Association (“Association”). These parcels are to be used for a single family dwelling only.

Property Address: _____

Name of Owner/Agent: _____

Owner/Agent Address: _____

Owner/Agent Phone Number(s): _____

Beginning & Ending dates of Lease/Rental Agreement:

From _____ To _____.

Ref: A.R.S. §33-1806.01(A) and PPHOA Rules & Regulations (“Rules”), V5.19
180 days minimum lease duration

Name(s) and Contact Information, voice & email, of all adult RESIDENT TENANT(s):

Number of Total Adult Occupants of Residence: _____

Ref: A.R.S. §33-1806.01(C)

Description and License number of all vehicles belonging to RESIDENT TENANT(s):

Ref: A.R.S. §33-1806.01(C)

There is a \$25.00 new tenancy fee payable to the Association for the initial application; the fee will be waived for lease renewals *to the same tenant(s)*. This fee is due within 15 days of lease commencement. An additional fee of \$15.00 may be charged for incomplete or late information for this document.

Ref: A.R.S. §33-1806.01(D) and Rules V5.19

LEASING OF PROPERTY REQUIREMENTS FORM
PAYSON PINES HOMEOWNERS ASSOCIATION
Revised 11/22/2021

In consideration of the execution of renewal of a lease of the dwelling unit identified in the Lease, Owner and Resident Tenant shall agree as follows:

Resident Tenant, any members of the Resident Tenant's household or a guest or other persons affiliated with the Resident Tenant:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802])
2. Shall not engage in any act intended to facilitate criminal activity.
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. §13-3451, at any locations, whether on or near the dwelling unit premises
5. Shall not engage in any illegal activity, including prostitution, as defined in A.R.S. §13-3211, criminal street gang activity as defined in A.R.S. §§13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. §13-1202, assault as prohibited in A.R.S. §13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. §33-1368.
6. Shall not allow any resident of this property that is required to be registered pursuant to A.R.S. §13-3821 and who are classed as Level two or Level three offenders.
7. Violation of these provisions will be a cause for action by the Association that may include legal action.

It is understood that any violation shall be good cause for immediate termination of the lease under A.R.S. §33-1377, as provided in A.R.S. §33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

8. In case of conflict between the provisions of this addendum and any other provisions of the Owner's lease, the provisions of this document shall govern.

Tenant Initial _____

Owner Initial _____

Per the Declaration Section 10.6, I, _____,
(Owner/Agent) have provided the TENANT of the foregoing lease/rental agreement with copies of the **CC&R's**, **By-Laws**, and **Rules and Regulations** of the HOA of Payson Pines.

As owner, I understand that it is my responsibility to abate criminal activity as authorized in A.R.S. 12-991.

**LEASING OF PROPERTY REQUIREMENTS FORM
PAYSON PINES HOMEOWNERS ASSOCIATION
Revised 11/22/2021**

Signature of Owner/Agent

Date: _____

.....

TENANT must Sign "Lease/rental Agreement" and initial the "Crime Free Addendum" which is made part of this Lease/Rental Agreement.

I, _____, (TENANT) have received copies of the *CC&R's*, *By-Laws*, and *Rules and Regulations* of the HOA of Payson Pines and will abide by these rules accordingly as long as the Lease/rental agreement is in force.

Signature of TENANT

Date: _____

Mail completed form and \$25.00 payment to:

Payson Pines Homeowners Association
1000 N. Beeline Hwy #195
Payson, AZ 85541

PAYSON PINES HOMEOWNERS ASSOCIATION

TEMPORARY PARKING PERMIT

**Payson Pines Homeowners Association, Rules and Regulations, Section V
(Use of Property), Articles 7 & 8 (Parking & Recreational Vehicles)**

HOMEOWNER NAME

ADDRESS

TYPE OF EQUIPMENT (VEHICLE, BOAT, TRAILER, ETC.)

OWNER OF EQUIPMENT

DATE PERMIT ISSUED

DATE PERMIT EXPIRES

REASON FOR PERMIT BEING ISSUED

ARB MEMBER APPROVAL

DATE

Payson Pines Homeowners Association Inc.

Architectural Review Board

Project Request Form

Revised: October 11, 2021

Name: _____ Telephone: _____

Project Address: _____

Mailing Address: _____

Project Description (**see page two for Fence Only Section of this form**):

Reference: PPHOA CC&Rs, Article VII and VIII and Association Rules

Section 7.1 _____ **Construction subject to Architectural control**
Section 7.2 _____ **Application: Documents that would be furnished for review**

- _____ Construction Plans and specifications
- _____ Landscaping Plans
- _____ Samples or photos of materials to be used

Check each item that applies and circle the colors to be used.

Section 7.2 (a) **Approved exterior translucent stain & finish**
Amber Hue Golden Honey Autumn Brown
(Light natural) (Medium natural) (Dark natural)

Section 7.2(b) **Approved exterior paint and paint colors**
#1 Turkey #2 Cedar #3 Autumn #4 Dark Autumn
Creek Chest Brown Brown

Approved garage door/entry door/side door paint colors

- Evergreen #OE 6284
- Rustic Brown (Chocolate brown) DEC 756
- Buckskin Brown (Medium Brown) DET 695 Satin
- Beige Option #1 Beige Option #2 Beige Option #3
- DEC 743 DEC 6172 Semi-Gloss

The house **MUST** be 100% stain or paint, a mix of stain and paint on exterior walls is not allowed. Entry and patio ceilings may be either. Deck flooring, steps, hand rails may be painted on stained houses.

NOTE: Paint numbers will vary when Satin, Semi-Gloss, or Gloss are used.

Article VIII Sections that apply: _____

Date received by ARB: _____

ARB Representative: _____ Review Date: _____

Board Review Results: _____

If Project not approved: Basis or Reason: _____

Permits Required by: Town of Payson: YES _____ NO _____

ARB Approval: YES _____ NO _____

ARB Representative Signature & Date: _____

Please contact ARB at pphoaarb.0105@gmail.com upon completion of your project.

ARB Inspection Review after project completion:

Approved: YES _____ NO _____ By: _____ Date: _____

Submit this form to: pphoaarb.0105@gmail.com or mail to:

Payson Pines HOA, Attn. ARB. 1000 N. Beeline Hwy, #195, Payson, AZ 85541

**Payson Pines Homeowners Association Inc.
Architectural Review Board**

FENCE ONLY Project Request Form

ARB Fence Requirements:

1. Please submit an elevation or rendering of proposed fence project;
2. Fences cannot be higher than six feet (6');
3. Dog-ears must always be on top;
4. Fence must meet ARB standards of color and visual appearance; and
5. Fence Only Project Request Forms include the signed written acknowledgement provided below, between requesting homeowner and any adjoining neighbor.

Type of Fence: _____

Area to be Fenced: _____

* * * * *

Adjoining Neighbor Acknowledgement of Fence Project

Requesting Homeowner (printed name): _____

Project Address: _____

Signed:

Requesting Homeowner

Date

Adjoining Neighbor Address Name and Address: _____

I acknowledge that I have been informed of the requesting homeowner's fence project and have listed any agreements below that pertain to it.

Adjoining Neighbor Signature

Date

List specifications of the fence project, if any, agreed to with requesting homeowner: _____

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. .
. .
. .

Adjoining Neighbor Address Name and Address: _____

.

I acknowledge that I have been informed of the requesting homeowner's fence project and have listed any agreements below that pertain to it.

Adjoining Neighbor Signature

Date

List any specifications of the fence, if any, agreed to with requesting homeowner: _____

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