

**Rules and Regulations  
Of  
Country Roads RV Village, Property Owners Association, Inc.**



**5707 E 32<sup>nd</sup> Street, Suite 1127**

**Yuma, Arizona 85365**

**Version III**

**Amended 12/17/2024**

**(These Rules and Regulations supersede all former Rules and Regulations and Lot Development Guidelines)**

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## Notices

### 1. AGE 55 SENIOR PARK

Country Roads is an Age 55 and over homeowner community. Proof of age is required.

### 2. REVISED RULES & REGULATIONS

Some Lot improvements that were completed before March 25<sup>th</sup>, 1992, do not comply with present rules. These improvements may be considered for a variance, if they do not violate Country Roads CC&R's, or any City, County, State, or Federal Laws, and they meet other criteria as determined by the Board of Directors. Forms are available from the Association office for various requests.

## **SECTION I – DEFINITIONS**

The following definitions are to be used within the confines of Section II, “Rules & Regulations”. Any other capitalized words not defined will have their meanings as set forth in the Declaration.

### **1. GUEST / VISITOR**

A person entertained in one’s PARK RESIDENCE for a period no longer than thirty (30) days, after which they become a resident and must register as one.

### **2. PET**

A domesticated animal for pleasure rather than utility.

### **3. NUISANCE**

An event or condition that is annoying, unpleasant, or obnoxious.

### **4. MANAGEMENT**

As used herein refer to the Board of Directors or the Community Manager, depending on availability.

### **5. 50% RULE FOR LOT COVERAGE**

No more than half (50%) of the total square feet of any Lot may be covered by a permanent or temporary (non-permanent) structure.

### **6. SOLICITATION**

Any uninvited offer to sell or request to contribute except for approved Country Roads activities.

### **7. OCCUPANT**

A person or persons, other than a Lot Owner, in rightful possession and/or residency of a Lot.

### **8. UNSIGHTLY**

Visually unpleasant as determined by the Board of Directors.

### **9. CHILDREN**

Any individual under eighteen (18) years of age.

### **10. RECREATIONAL VEHICLE**

- A. Motor homes, camper vans, fifth wheel trailers, or travel trailers are defined as having a waste holding tank(s) and/or freshwater tank(s).
- B. Park models are defined as having no tip outs. Maximum heights of fifteen feet (15’). No roof mounted air conditioners or evaporative coolers (these items may be installed at the side or rear if aesthetically acceptable). No roof mounted turbo fans. Trailer tongue and hitch must be removed and stored.
- C. Manufactured homes are defined as homes built offsite. Manufactured homes must meet all City, County, State, and Country Roads setbacks. The maximum height is fifteen feet (15’). The maximum length and width will be determined by the size of the lot and the City of Yuma, State, and Country Roads setback requirements. No roof mounted air conditioner or evaporative coolers (these may be installed at the side or rear if aesthetically acceptable). No roof top mounted turbo fans. Trailer tongue and hitch must be removed and stored.
- D. No boats of any kind will be considered a recreation vehicle regardless of registration or use and therefore not allowed on any Lot in Country Roads.

**11. FRENCH DRAINS**

An excavated trench two feet (2') deep and two feet (2') wide the length of a home and filled with one and a half inch (1-1/2") round rock.

**12. COUNTRY ROADS AND/OR PARK**

The physical property governed by the Association.

**13. ASSOCIATION**

The Corporation entitled "Country Roads RV Village, Property Owners Association, Inc."

**14. DECLARATION**

The Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions (CC&R's) for Country Roads RV Village Property Owners Association, Inc. (2018), as amended and restated from time to time.

**15. MAINTAIN / UPGRADE**

No footprint changes. Existing structure replacement of door, siding (stucco or paint), or roof.

**16. REPLACE**

Demolition of part or all previous structure, with or without footprint change. Construction of new structure.

**17. LOT IMPROVEMENT PLAN**

The forms, plans, drawings, specifications, samples, and all other information required by the Architectural Review Committee to review a Lot Owner's proposed Improvements, alterations, repairs, excavation or other work that in any way alters the appearance of any Lot or the Improvements located thereon.

## **SECTION II – RULES & REGULATIONS**

The Rules and Regulations have been revised and adopted to facilitate orderly development in Country Roads. These rules, whether recorded or not, shall have the same force and effect as if they were set forth in the Declarations and in the same manner as the provisions of the Declarations.

### **PART 1. DESIGN GUIDELINES**

The purpose of the Design Guidelines is to provide Lot Owners with minimum rules, procedures, and architectural standards to enable them to achieve their desired level of individual Lot improvement, while maintaining the quality development originally planned for Country Roads. Lots are to be used for RVs, park models, and manufactured homes. Permanent and semi-permanent structures may be erected on Lots within the community only in accordance with the provisions contained in the Declaration. Such structures must also comply with the City of Yuma Ordinances, Arizona State Statutes and Country Roads Rules and Regulations.

#### **A. ARCHITECTURAL REVIEW COMMITTEE (ARC)**

##### **Authority**

1. The Board of Directors, on behalf of the Homeowners Association, appoints Lot Owners to serve on the Architectural Review Committee (ARC).

##### **Lot Improvement Plan (LIP)**

2. Lot Improvement Plan (LIP) forms must be submitted to and approved by the ARC prior to the start of any Improvements, alterations, repairs, excavation or other work that in any way alters the appearance of any Lot or the Improvements located thereon, including landscaping and placing of vegetation and installation of any hard surfacing (concrete, pavers, etc.) modifications to the exterior of any structure such as painting, roofing, or window or door replacements. The ARC will review, approve, or deny all submitted plans. The ARC's approval of plans for Improvements in one instance does not guarantee or require the ARC's approval of the same or similar plans for Improvements in another instance.

3. No Improvements, alterations, repairs, excavation or other work that in any way alters the appearance of any Lot or the Improvements located thereon, including but not limited to painting, permanent plantings, concrete work, wall building, or shed installation shall be performed without prior approval of the ARC. It remains the responsibility of the Lot Owner to obtain all necessary permits and perform all work in accordance with the City of Yuma Building Codes.

4. Any Lot where work is being done without a LIP will receive a STOP WORK ORDER. The Lot Owner will be required to cease work or to have any contractor(s) cease unapproved work. No further work can be performed until an approved LIP is obtained. No future LIPs will be issued until corrections are made to address the current unapproved work. Fines may also be imposed.

##### **Variances**

5. Variances from these Rules and Regulations that pertain to construction, or Lot alterations by Lot Owners to include anything not covered by current Rules and Regulations must be submitted to the ARC for review and recommendations to the Board of Directors for approval or rejection at the Board of Directors meeting.

##### **Procedures**

6. Lot Improvement Plans must be approved by at least two (2) members of the ARC. ARC members cannot approve their own Lot Improvement Plans (LIPs). Signatures of paid employees are prohibited.



7. The ARC will establish appropriate inspection procedures in accordance with an approved Lot Improvement Plan (LIP). Approved LIPs will include a permit to be displayed, which must be visible from the street during all work and a final inspection form is to be submitted to the ARC when Improvements are completed.

8. All work area clean-up must be completed in a timely manner, not to exceed ten (10) days after completion unless otherwise approved by the ARC. If work is not begun within one (1) year from approval date, the approval expires and the plan must be resubmitted.

## **B. RESPONSIBILITY**

### **Debris Removal**

9. Any construction debris or materials of any kind resulting from Improvements shall be promptly removed from the Lot and disposed. Owners may dispose of debris (not exceeding nine-cubic-feet (9ft<sup>3</sup>), approximately a fifty-five-gallon (55-gal) trash can), in the Country Roads disposal area. Any excess debris must be disposed of off-site, and not in the Country Roads disposal area. Contractors must dispose of debris off-site.

### **Dumpsters**

10. Lot Owners may elect to have at their expense a dumpster and/or storage container no larger than eight feet by ten feet (8'x10') confined to their Lot and streetscape during a Lot Improvement. The Lot Improvement Plan (LIP) submitted to ARC must request the use of a dumpster and/or storage container.

### **Contractors**

11. Country Roads Homeowners Association has no control over, or responsibility for, any person or contractor hired by a homeowner. Lot Owners are responsible for action(s) of their contractors and/or their employees, including damages, infringements, and/or cleanup of street or adjacent property prior to leaving the worksite daily.

12. The Lot Owner will be responsible to see that the street is clear of any oil, fuel, grease, dirt, gravel, debris, equipment, or building materials left, caused, or spilled by the construction activity before the workers leave the site each day. The Lot Owner is responsible to ensure that any damage or spillage on adjacent Lots, or any damage to utilities will be cleaned up and/or repaired immediately and accomplished the same day the damage or spillage occurs.

### **Work Hours**

13. The Lot Owner will not engage in, nor allow any construction work to be carried out on their Lot between the hours of 6:00 p.m. and 7:00 a.m. Summer hours may be set at the management's discretion. Lot Owner work may be performed on Sundays and legal holidays only in accordance with an approved Lot Improvement Plan (LIP) if required, and provided the work performed does not create a nuisance or interfere with neighboring Lot Owners' and Occupants' quiet enjoyment. Designated Sunday and legal holiday contractor hours to perform Lot Owner work with an ARC approved LIP if required are from 10:00 a.m. to 4:00 p.m.

## **C. SETBACKS, EASEMENTS, AND RESTRICTIONS**

### **Setbacks**

14. Country Roads requires front and rear setbacks of ten feet (10') and side setbacks of seven feet (7') from the home being installed. Plus, nine feet (9') by twenty feet (20') designated parking space. Corner Lots require a side street setback of ten feet (10'). All setbacks are from property lines. Most property lines begin approximately four feet (4') from the curb on 40-foot-wide roadways, and five feet six inches (5'6") from the curb on 50-foot-wide roadways. It is the Lot Owner's responsibility to locate property line stakes for determining property setbacks. All setbacks are measured from the outermost perimeter of the RV, Park Model, or Manufactured Home, which includes any protrusion such as bay windows, trim, etc. which do not extend to the

ground level. These measurements apply in the placing of an RV on the Lot, except the rear setback can be reduced for forty-five foot (45') long RVs. All measurements apply in the placing of an RV are taken with slide outs extended.

### **Streetscape**

**15.** The area between the roadway curb and property line is a Common Area belonging to the Homeowners Association and not the Lot Owner. The Lot Owner can utilize this area directly in front of their Lot subject to the following conditions and limitations. All changes to the Streetscape are subject to ARC approval. No fencing, walls, planters, or permanent structures may be placed in the area between the property line and the street. Except for the nine-foot (9') wide designated parking area and four-foot (4') wide sidewalk, no concrete pavement shall be placed in the area between the property line and the street. This area may be used for landscaping, including brick pavers. Additional trees may be planted by the Lot Owner in this area and when a tree is removed another may be planted in its place both subject to ARC approval. However, when a tree is removed another may be planted in its place. It is the Lot Owner's responsibility to maintain any Improvements to this area, including, but not limited to the trees thereon. The Lot Owner is also responsible for removal of Improvements in the Streetscape if necessary.

### **Blanket Easement**

**16.** In addition to any other easements recorded on the plat, there is a blanket easement upon, across, over and under all Lots for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, as further provided in Section 3.14 of the Declaration.

### **Concrete Layout**

**17.** No concrete shall be placed on the three feet (3') of the rear and side property lines except for corner Lots.

**18.** Corner Lots may provide paved parking parallel to the rear property line and extending no more than twenty-five feet (25') from the curb of the side street. If access to the utilities is required, then removal of the concrete will be at the owner's expense.

**19.** No concrete shall be placed in the streetscape except for a sidewalk and driveway.

**20.** No Lot may be covered with more than seventy percent (70%) concrete.

**21.** All flat work requires a thickened edge. Inspection for setbacks is required per City of Yuma code.

### **Drainage**

**22.** Lots must be graded to drain to the front, sides, and back of the Lot.

**23.** No water is allowed to drain on the neighboring Lots. This may be achieved by one of these three ways:

- A. Three feet (3') of gravel on each side of the property.
- B. Three feet (3') of brick pavers with curb, blocks, or block wall.
- C. French drains each side.

**24.** If any waterway is blocked it will be corrected at the Lot Owner's expense.

### **Zoning**

**25.** Country Roads is a zoned Recreational Vehicle (RV) Subdivision for park models, manufactured homes, and RVs. In Yuma, Arizona, an RV subdivision is a district that's designed to accommodate RVs and manufactured homes in an orderly way. All must meet the:

- A. City of Yuma Building Codes.
- B. Country Roads Rules and Regulations.

## **RESTRICTIONS**

### **Height of RVs, Park Models, and Manufactured Homes**

**26.** RVs, park models, and manufactured homes must be installed to have a total height of not more than fifteen feet (15') from the ground level.

### **Hot Tubs**

**27.** Hot tubs on individual Lots are prohibited.

### **Flags/Banners/Signs**

**28.** All flags, signs, banners, and political signs must not be vulgar, obscene, or inflammatory as assessed by the Board and shall be removed when requested.

#### **Flags**

- A. Must appear to be professionally made.
- B. May not exceed three feet by five feet (3'x5') in size.
- C. Flags must be displayed in a manner consistent with the Federal Flag Code (P.L. 94-344) and Arizona Statute 33-1808.
- D. No more than two flags flying on the same pole and always the national flag on top.
- E. Sports or special interest flags may not be flown on the same staff as flags of national or military designation.
- F. The flag(s) may not be illuminated unless the light source or fixture is approved in advance by the ARC.

#### **Flagpoles**

- A. All free-standing and wall mounted flagpoles must be approved by the ARC in advance of installation.
- B. The flagpole is not to exceed twenty feet (20') in height.
- C. Be placed within the Lot unencumbered by easements.
- D. Flagpoles shall not be placed in the streetscape.
- E. One flagpole and/or two wall mounted flagpoles per Lot allowed.
- F. Owners installing flagpoles must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware.

#### **Banners**

- A. No larger than one foot by six foot (1'x6').
- B. Appear to be professionally constructed.
- C. Shall be temporary (displayed for no more than fourteen (14) days in any ninety (90) day period).

#### **Signs**

- A. Real estate signs may be no larger than eighteen inches by twenty-four inches (18"x24").
- B. Real estate sign riders may be no larger than six inches by twenty-four inches (6" x 24").
- C. Real estate signs must be constructed on a suitable medium and appear to be professionally made.
- D. All signs must be located within the portion of the Lot that is not an easement or streetscape.
- E. No sign may be more than four feet (4') above the adjacent street surface.
- F. Political signs: In keeping with Arizona State and Federal statutes, signs of a political nature:
  - 1. may be only displayed seventy-one (71) days before the primary election and fifteen (15) days after the general election. For a sign for a candidate in a primary election who does not advance to the general election, no later than fifteen days after the primary election.

2. may have multiple signs but may not exceed nine square feet (9 sq. ft.) in size in the aggregate.

All signs, banners, and flags conforming to the above requirements will be deemed as approved by the Board/Management but are subject to review and revocation of permission to display.

Residents objecting to a sign, flag, or banner shall submit a written complaint to Management outlining the alleged offense detailing the reasons for the request to review/revoke approval. Management shall, within three (3) working days, render a decision as to whether the offending sign, banner, or flag may remain. The decision of the Management shall prevail until it is reviewed by the Board (AZ 33-1808).

#### **D. LOT LANDSCAPING, DESIGN, AND CONSTRUCTION**

##### **LANDSCAPE DESIGN**

###### **Plants**

**29.** Upon purchase of a Lot, each Lot Owner may design landscape for their Lot using plants that are on the approved plant list (see supplement, "Approved Planting List/Guide"). The Lot Owner shall maintain all landscaping. Ownership of the Lot also includes any trees on the Lot at the time of purchase.

###### **Lawns**

**30.** Absolutely no lawns or grass of any kind is allowed on any Lot. Artificial turf may be approved but requires a Lot Improvement Plan approval.

###### **Trees and Shrubs**

**31.** Trees and shrubs planted on the Lots must be varieties that are in the Approved Planting List/Guide. When planted on corner Lots, must be trimmed to provide a clear line of sight at street intersections. Fruit trees are not allowed. All planting must be approved by a Lot Improvement Plan submitted to the ARC.

**32.** Each palm tree, which has brown fronds or a flowering arm on which seed pods grow (flowering arm shall also include any dead hanging skin from the palm tree), shall be trimmed to remove the brown fronds and flowering arms, on or before September 1 of any calendar year. If any Lot Owner fails to complete this required trimming on or before September 1, it will be considered a violation and treated as such in accordance with our enforcement and fine policy. Notwithstanding the generality of the foregoing, if a Lot Owner fails to have the palm trees trimmed by the deadline, the Association may exercise self-help in accordance with the Declaration to complete the trimming. If such action is taken, the cost shall be an Individual Assessment.

**33.** To remove any Mexican palm trees(s) (*Washingtonia robusta*) from a private Lot, the Lot Owner must submit a Lot Improvement Plan (LIP) to the ARC stating the reason for removing the Mexican palm(s). The ARC will determine whether the tree(s) is any of the following:

- A. Presenting a safety hazard
- B. Preventing development on the property
- C. Is too diseased to remain a viable addition to the Park
- D. Is unsafe or too hazardous to trim or maintain

When removing any trees (palm or otherwise), the tree stump must be removed entirely to ground level unless otherwise approved in an LIP.

###### **Irrigation**

**34.** Country Roads strongly encourages the minimization of the use of water for plant maintenance. If the Lot Owner wishes to landscape and maintain their property, it becomes their responsibility to install a timer and

maintain their Lot irrigation system. The ARC reserves the right to disapprove any landscaping plan that requires excessive use of water.

## **LOT DESIGN**

### **Parking Spaces**

**35.** Each Lot must provide adequate off-street parking space for all personal vehicles. At least one parking space must be a minimum of nine feet by twenty feet (9'x20'). New constructions require that at least one parking surface be covered by driveway parking strips, paving blocks, bricks, or a concrete slab. Corner Lots may provide parking at the rear of the Lot. Parking space must be identified on the Lot Improvement Plan(s). The parking spaces are in addition to the parking area required for the RV or main living unit on the Lot.

### **Utility Services**

**36.** The Lot Owner is responsible for maintenance and repair of all the above and/or underground utilities on their property. New utility service lines must be contained in conduit.

### **Walls**

**37.** The walls must not exceed thirty-six inches (36") in height at the highest point. Corner Lots must meet the City of Yuma requirements of no higher than thirty inches (30") at the highest point. Walls must be placed within the Lot property lines, unless a common wall agreement is obtained from the adjoining property owner. A copy of the agreement must be attached to the LIP submitted to the ARC. Forms are available in the office. Walls should be off white, light grey, tan, or cream colors. Wall footings must be excavated a minimum of nine inches (9") below natural grade. No Mexican brick may be used for any purpose. Materials are to be approved by the ARC. Walls may not be placed in the streetscape.

### **Fences and Gates**

**38.** Fences and gates must not exceed thirty-six inches (36") at the highest point. Gates on a privacy screen can be the height of the privacy wall structure. Wrought iron or metal materials that have the appearance of wrought iron are the only materials currently allowed.

### **Privacy Screens**

**39.** A decorative privacy screen must be constructed of Trex type material, laser cut decorative metal or lattice style material. A privacy screen on the side of the property may not enter the rear three feet (3') of the property or extend closer than twenty feet (20') from the front property line. The total height of the privacy screen and wall combination may not exceed seven feet (7') in height measured from the property owner's side and must be sufficiently anchored. Frame and lattice must be of a color to complement the existing wall or structures on the lot. The frame or supporting structure is to be made of high-grade lumber or metal. No PVC pipe or plywood is allowed. Note: When a privacy screen is to be constructed on a common wall, a written agreement signed by the adjoining property owners must be obtained and filed with the ARC as part of the LIP.

### **Accessory Structures**

**40.** Accessory structures require an approved LIP through the ARC, City of Yuma building permits may be required (exception is a Gazebo) and be anchored in the concrete as identified in engineering drawings. Accessory structures count towards the fifty percent (50%) Lot coverage rule. Height may not exceed ten feet (10') on any structure. Material for accessory structures shall consist of fire-resistant fabric, or metal, no plastic sheeting or tarp-like materials may be used. Frame structure must be a minimum of two inch (2") galvanized pipe or as specified in engineered drawing by manufacturer. No PVC pipe is allowed. All accessory structures require a manufacturer description of intended use and photo of the unit. All property line setbacks of three foot (3') on sides and back of property for Country Roads still apply. No tents, pop-up screen houses, portable car covers, or clam shell structures will be approved.

### **Awnings**

**41.** May be free standing or attached to the home. Requires engineering drawings. May not extend past the front of the home. An uncovered decorative extension may extend one-foot (1') into the setback area and consist of non-combustible material and spaced no more than two-feet (2') on center. City of Yuma building permits may be required.

### **Window Awnings**

**42.** Defined as an awning used to shade a window on park models, manufactured homes, and Arizona rooms: must not exceed fifty-four inches (54") from hinge point to lower edge and must not protrude from the structure more than thirty-six inches (36") and shall be attached at the top of the covered window. Lot Owners are required to submit a window awning plan to the ARC.

### **Retractable Awnings**

**43.** A retractable awning may be attached to a park model or manufactured home in accordance with the manufacturer's required mounting instructions for that model of awning being mounted. The retractable awning must contain a motorized device that will move the awning automatically to the "stored" position when activated by any unplanned movement of the awning. When the awning is in the "out" or "extended" position, no part of the awning may extend into the three-foot (3') setback on the side or rear of the Lot. The awning must be maintained in a clean and operational condition throughout the period it is mounted to the host park model or manufactured home. The surface area of the retractable awning will not be counted as fifty percent (50%) Lot coverage rule. The ARC must approve a Lot Improvement Plan (LIP).

### **Car Shade Canopy**

**44.** Can be free standing or attached to the home. May not extend past the front of the home. Requires engineered drawings. City of Yuma building permits may be required.

### **Gazebo**

**45.** One gazebo per Lot, maximum of two hundred square feet (200 sq. ft.). Requires twenty-foot (20') setback from the front property line (corner Lot has ten-foot (10') setback). No City of Yuma building permits are required.

### **Patio Canopy**

**46.** Can be free standing or attached to the home. May not extend past the front of the home. Maximum of two hundred square feet (200 sq. ft.). An uncovered decorative extension may extend one foot (1') into the setback area and consist of non-combustible material and spaced no more than two feet (2') on centers. Requires engineered drawings. City of Yuma building permits may be required.

### **Storage Sheds**

**47.** One shed is permitted per Lot. Existing sheds may be maintained and upgraded in their current location provided they have an approved LIP. The placement of the shed shall not block egress route from the dwelling. The maximum size of the shed shall contain no more than two hundred square feet (200 sq. ft.) of floor area measured at the outside of the finished walls. The height of the shed shall not exceed ten feet (10') measured from the finished peak of the roof to the floor of the shed. Shed overhangs (soffits) may not be more than six inches (6") measured horizontally from the finished side wall in the city setbacks. Front overhangs can be longer if approved by ARC. Roof vents may not be more than twenty inches (20") above the peak of the roof. Sheds are to be constructed of wood or steel framing and anchored to the concrete slab with a minimum thickness of three- and one-half inches (3 ½"). A minimum of two (2) anchors approved for attaching the bottom plate to the concrete slab are required for each wall, walls longer than eight feet (8') shall have an anchor every three feet (3'). The side walls shall be plumb and shall not exceed nine feet (9') in height when measured from the floor to

the top of the upper plate. No single side of the shed shall exceed twenty-four feet (24') in length. Sheds may be sided with generally accepted siding material. Exterior paint color or finish must complement that of the main structure on the Lot. Shed installation must meet the three-foot (3') setback from the rear property line, main dwelling, and side property line. The shed may be placed no closer than twenty feet (20') from the front property line, all measured from the side wall of the shed. NOTE: corner Lots have a ten-foot (10') setback on the side street of the Lot. City of Yuma building permits may be required when installing electrical and/or plumbing fixtures in/on the shed.

### **Steps/Stairs**

**48.** Steps or stairs for any park model, manufactured home or deck must be constructed to meet the following requirements:

- A. Riser height shall be a maximum of seven- and three-quarter inches (7 ¾") with no more than three-eighths of an inch (3/8") variation between risers.
- B. Tread depth shall have a minimum depth of ten inches (10") with no more than three-eighths of an inch (3/8") variation between treads.
- C. Landings are required if there is more than one riser.
- D. Handrails are required if there is more than one riser. Handrails must be between thirty-four inches (34") and thirty-eight inches (38") high.
- E. Steps and landings may encroach on the ten foot (10') front and rear setback a maximum of six feet (6'). A permit may be required from the City of Yuma, except for temporary (non-permanent) or movable steps.

### **Antennas**

**49.** Only small antennas, satellite dishes, and other devices covered by 47C.F.R.1.400 (Over the Air Reception Device Rule) will be permitted on Lots in accordance with the following standards. Antennas shall be located away from the front of a park model, manufactured home, or RV to the maximum extent possible so long as an acceptable signal quality may be received. Additionally, to protect against personal injury and property damage antennas may not be situated closer than fourteen feet (14') from the front property lines unless doing so is necessary to receive an acceptable signal quality:

- A. Antennas may not be placed in a location where they may come in contact with power lines.
- B. All antennas must be properly grounded and secured.
- C. Antennas may not block or obstruct any driver's view of an intersection or street.

Ground or pedestal mounted antennas are acceptable provided they meet the above regulations. Only an antenna that is currently providing service is allowed on the Lot. After installation, a final inspection form must be submitted to the ARC.

## **E. TRAVEL TRAILERS**

This includes all approved living units other than park models and manufactured homes. Examples: motor homes, fifth wheel trailers, pull trailers, and pickup campers.

### **Installation**

**50.** Motor homes, fifth wheel trailers, and pull trailers are not to be permanently installed including the removal of tires and/or trailer tongue.

### **Skirting**

**51.** Temporary (non-permanent) approved snap-on skirting (beige or neutral in color) will be allowed on motor homes, fifth wheel trailers, or pull trailers.

## **Evaporative Coolers**

52. Evaporative coolers are not allowed on motor homes, fifth wheel trailers, or pull trailers.

## **F. PARK MODELS AND MANUFACTURED HOMES**

### **Requirements**

53. Park models and manufactured homes may be permanently installed only if they meet the following requirements:

- A. For pit set units – floor of the pit set unit must be at least twelve inches (12”) above the drainage valley of the street.
- B. They may not have roof mounted air conditioners or roof mounted evaporative coolers. Evaporative coolers must be installed to be aesthetically acceptable and not visible from the street.
- C. HVAC unit must be placed a minimum of twenty feet (20’) from the front of the home or in the rear of the home or be concealed.
- D. Pre-planning form and a Lot Improvement Plan form must be approved by the ARC before construction of the site begins.
- E. Park model tongue and hitch must be removed and stored out of sight.

### **Mini Split AC Units**

54. Mini splits are allowed on RVs and homes. However, the outside unit must be concealed if on the front of the RV or home or placed a minimum of twenty feet (20’) from the front.

### **Installation**

55. Park models and manufactured homes must be installed to conform to the City of Yuma, Arizona State Codes, and Country Roads Rules and Regulations. State licensed mobile installers should install units that are installed at ground level.

### **Skirting**

56. Park models, manufactured homes, and additions must be skirted within thirty (30) days of installation and the skirting must complement the materials on the unit and be approved by ARC.

## **G. ADDITIONS**

### **Requirements**

57. An Arizona Room/sun deck and/or screen room combination, or any portion thereof must be attached to the side of the Park Model. An Arizona Room must meet all setback requirements of the City of Yuma, Yuma County, and Country Roads Rules and Regulations. Additionally, the Homeowner must obtain an approved Lot Improvement Plan (LIP) from ARC and City of Yuma permit prior to construction. The length may not exceed the length of the park model. All additions must be constructed of materials and colors, which complement the unit. Truss/rafter roofs may go to the peak of the park model, not to exceed a height of fifteen feet (15’) and may be one foot (1’) wider than the structure. A continuous roof is defined as a roof on a single plane and made of the same material.

### **Roof Top Patios**

58. Roof top patios will not be allowed in Country Roads.

### **Water Compartments**

59. A water compartment is allowed for the purpose of housing a water heater, filters, and soft water devices. The maximum size of the compartment shall be three feet (36”) by six feet (72”) and a height of six feet (72”) and shall be painted the same color as the dwelling. The compartment shall be constructed of the same material



as the dwelling or T1-11 siding or concrete board and be placed on a concrete pad. The compartment shall be permanently attached to the dwelling.

### **Raised Decks**

**60.** Raised decks/landings on the sides of a unit must be attached to the unit and must meet all dwelling setbacks.

**61.** Raised decks are allowed at the rear of the park model or manufactured home. The rear deck may not be wider than the park model or manufactured home/Arizona room/sundeck combination.

**62.** Front decks may extend up to six feet (6') into the ten foot (10') property setback including steps. Decks may not be covered and cannot extend past the sides of the park model or manufactured home.

### **Removal**

**63.** All the above additions and improvements must be removed at the Lot Owner's expense prior to the removal of the unit. If the Lot Owner fails to remove the improvements, the Association has the right to remove the improvements pursuant to the self-help provisions of the Declaration and such cost will be at the Lot Owner's expense as an Individual Assessment.

## **SECTION II, PART 2. LOT OCCUPANCY AND USE**

All motor vehicles must have valid vehicle registration, license plates, and insurance.

### **A. RECREATIONAL VEHICLE (RV) LIMITATIONS**

#### **Number of Recreational Vehicles (RVs)**

**64.** Only one (1) RV may be parked or maintained on any Lot at any one time except that one (1) additional unit may be placed on a Lot for a maximum of three (3) days in any thirty (30) day period for the purpose of loading and unloading by the Occupant. No additional RV may be stored on any Lot. No additional RV may be used as temporary (non-permanent) or permanent living quarters at any time on any Lot.

#### **Exceptions**

**65.** A vehicle (other than an RV) that will fit in a nine-foot by twenty-foot (9'x20') parking space may be allowed on the Lot as an additional passenger vehicle, unless used for living purposes. Examples of vehicles that may be allowed include (i) a Class B campervan, (ii) a pickup with a truck bed camper, (iii) a standard sized RV van conversion of no more than 24 feet in length, 7.5 feet in width, 11 feet in height, and weighing no more than 11,000 lbs. Management has the right to approve or disapprove specific vehicles, but approved vehicles must meet the following criteria:

- A. Is used as a means of transportation as approved by the Community Manager.
- B. Can be parked within a nine-foot by twenty-foot (9'x20') space or a larger designated parking space not exceeding nine-feet by twenty-five feet (9'x25').
- C. Is not used for living purposes.
- D. Pickup camper must stay on the truck bed and not dropped onto any portion of the Lot.
- E. Vehicle cannot extend into the roadway.

This is not intended to allow the parking of larger Class C or Class A motor homes on a Lot.

#### **Condition of Recreational Vehicles (RVs)**

**66.** No unsightly RVs, Park Models, Manufactured Homes, or other structures will be allowed. RVs must be self-contained. No slide in campers may be dismounted from the pickup bed on a Lot. Storage of disabled vehicles on Lots is prohibited.

**67.** All Recreational Vehicles (RVs) and other Improvements on a Lot shall be maintained in a neat, attractive, and good condition and in accordance with the Rules. No Owner or Occupant shall allow any portion of an RV or other Improvement on a Lot to become unsightly, fall into disrepair, become dangerous or otherwise create a displeasing appearance Visible From Neighboring Property. Because all RVs must be maintained in a neat, attractive, and good condition, no RV may be brought into Country Roads unless it is in a neat, attractive, and good condition. Any RV brought into Country Roads that is not in a neat, attractive, and good condition or is unsightly, or becomes unsightly, as determined by the Board, shall be considered in Violation of Section 3.7 of the Declaration and shall be considered a nuisance.

#### **Vehicle Parking**

**68.** Parking on the street is not permitted, except in marked parking spaces in the Common Area for day visitors only. A three (3) day parking permit can be obtained from the Association office located in the Common Area if needed for guests. RV parking is permitted for a maximum of three (3) days in any thirty (30) day period on the street only for the purpose of loading and unloading by the Occupant.

#### **Vehicle Maintenance**

**69.** Disassembling of vehicles is prohibited without a permit from the office.

#### **Vehicle Washing**

**70.** Conserve water when washing vehicles and patios, etc. Do not wash dirt and debris out into the street.

### **B. PETS**

#### **Registration**

**71.** Pet owners must register all animals at the Association office and show proof of rabies shot, as required by County and State law. (Note: Arizona law requires that a dog be licensed after thirty (30) days in the state).

#### **Restrictions**

**72.** No animals, other than a reasonable number, considered to be two (2) of generally recognized house or yard pets, shall be maintained on a Lot and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purpose. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. Owners must pick up after their animals. No structure for the care, housing, or confinement of any animal shall be maintained anywhere on a Lot, except behind the primary living unit so as not to be visible from a public or private street. Animals are not allowed in the following areas of the Park: any other residents' Lot, unless permission is given by the resident, the Common Areas in and around the main complex, the greenbelt areas of our Park, the satellite pool areas, and the maintenance yard. Upon the written request of any Lot Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this subsection, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

#### **Feed Indoors**

**73.** Allowed animals may only be fed and watered inside the dwelling.

#### **No Feeding Wild Animals**

**74.** Lot Owners, Occupants, and guests shall not feed, water, or engage in any other act tending to the support or maintenance of any wild animal except as allowed in this section. An exception is permitted for liquid food intended for hummingbird feeders.

## **Containment**

**75.** All pets must be kept physically restrained or confined when not within the RV, Park Model, Park Model Alternative, or Double Wide where the Lot Owner resides. Pets, when not confined inside the Lot Owner's dwelling, must be within the physical control of an adult by being on a leash no longer than six feet (6') or contained pet carrier or a vehicle. In no instance shall a pet be leashed, restrained, or otherwise confined to a portion of Lot in such a way as to allow the pet because of the leash length or the manner of restraint or confinement, to travel off the Lot without the accompaniment of their owner or an authorized adult.

## **Liability**

**76.** The owner or person having a pet in Country Roads shall take all responsibility and liability from any incident caused by their pet.

## **Violations**

**77.** Any violation of the above pet rules shall subject the Lot Owner to a fine and/or expulsion of the particular animal(s) depending on the severity and/or continuation of the violation. The Country Roads Board of Directors shall be the final judge regarding the severity of the violation and subsequent fines or expulsions.

## **Hearing**

**78.** A resident whose animal(s) is the subject of a violation shall be entitled to a hearing before the Board of Directors prior to the Board's final decision.

## **C. LAUNDRY**

### **Outdoor Drying**

**79.** Outside clothesline or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any portion of the property, except as provided in the Common Area by the Association.

## **D. STORAGE**

### **Patio**

**80.** Tables, chairs, benches, bicycles, electric carts, potted plants, and barbecue equipment may be placed on patios, but other personal property, when not in use, shall not be permitted to remain where it can be seen by other residents.

**81.** Canopies and gazebos shall not be used for permanent storage.

### **Vehicles**

**82.** Trailers (boat, motorcycle, car, dune buggy, cargo, utility, etc.) may not be permanently stored on any Lot and may remain on a Lot for no more than twenty-four (24) hours in any seven-day period. Car tow-dollies shall be stored under the rear of the RV or removed to an off-site location. Country Roads has no area designated for storage. No storage will be allowed in the maintenance area.

## **E. NUISANCE**

### **Nuisance and Sanitation**

**83.** No nuisance shall be allowed within Country Roads nor any use or practice which is a source of unreasonable annoyance to other Occupants, or which interferes with the peaceful possession and proper use of the property by other Occupants. Each Lot shall be kept in a clean and sanitary condition and weeds, rubbish, or garbage shall not be allowed to exist, as per the Declaration. The Board of Directors shall be the final judge of any nuisance causing undue annoyance to other Occupants.

## **Vegetation**

**84.** In accordance with the provisions set forth in the Declaration, the Association shall have the right to correct weeds, grass, trees, and shrubs on individual Lots if not taken care of by the Lot Owner. The cost of such action shall be levied against the subject Lot as an Individual Assessment.

## **Enterprise**

**85.** Except as permitted by Section 3.2 of the Declaration, there shall be no commercial enterprise conducted within Country Roads without written permission from the Board of Directors.

**86.** No Lot Owners or Occupants shall be employed or contracted for professional services by the Association. No Lot Owner or Occupant shall be compensated in any way for services performed for or on behalf of the Association. Any out-of-pocket expense will be reimbursed with prior approval and at the discretion of the Community Manager. There shall be no restrictions on clubs or residents contracting with Country Roads residents or paying for services rendered on their private property. Clubs and/or residents cannot conduct any commercial activities on Common Area.

## **F. LANDSCAPE MAINTENANCE**

### **Responsibility**

**87.** Lot Owners are responsible for maintenance of the trees, hedges, plantings, planted areas, shrubs, etc. on their Lots. However, the Community Manager may, from time to time, enter into agreements and contracts to provide maintenance of all or portions of the landscaping on the individual Lots within Country Roads. Costs incurred for cleaning up of individual Lots will be billed to the Lot Owner as an Individual Assessment per Section 6.4.4 of the Declaration.

### **Insect Control**

**88.** Notwithstanding the foregoing, from time to time, the Board may authorize Association action for the purpose of controlling insect infestation in Country Roads. Any such costs shall be included in the operating expenses of the Association and levied as part of the regular assessment of the Association.

## **G. RENTALS**

### **Liability**

**89.** When a Lot Owner rents their property to another, they are responsible for informing the renter of all Rules and Regulations of Country Roads. Should such Rules and Regulations be violated, the Lot Owner shall remedy the violation. The Lot Owner shall be liable for all violations committed by the renter or other Occupants of the Lot.

### **Forfeiture of Rights**

**90.** Any Lot Owner who rents, leases, or causes their Lot to be occupied, rented, or leased to another, shall, for so long as the Lot Owner does not occupy the Lot, forfeit the right to use the Common Area within Country Roads, including recreation facilities, and their Lot Owner's rights at events during the period the Lot is occupied, rented, or leased and is not occupied by the Lot Owner. As to other Lots owned and occupied by the Lot Owner, such rights are not forfeited.

## **SECTION II, PART 3. GENERAL ITEMS – (CC&R, ARTICLE IV SECTION 1 PARAGRAPH R, U, AND V: AND SECTION 2)**

## **A. LOT SALES**

### **Lot Owner Registration**

**91.** New Lot Owners will be issued badges after registration has been completed and a registration fee has been paid. The registration fee shall be determined by the Board of Directors and is required for administrative costs

associated with transfer of ownership of the Lot. The selling Lot Owner is required to notify the Association office of any change in Lot ownership, surrender all Country Roads badges issued to that Lot, and remove the Country Roads windshield stickers from their vehicles (if they no longer own a Lot in Country Roads).

### **Lot Sales Disclosure**

**92.** Country Roads shall attempt to make periodic inspections of Lots to record all apparent alterations, improvements, and violations of the Declaration and these Rules and Regulations. Country Roads shall maintain records of the results of inspections. At the time of sale of any Lot the results of all inspections which documents circumstances which may constitute violations of the Declaration, or these Rules will be made available to the purchaser, or the purchaser's authorized agent, upon request. Failure to inspect is not a determination that there are no alterations, improvements, or violations of the Declaration or these Rules. Failure of the Lot Owner to fully cooperate in an inspection shall be noted in their record. The Lot Owner will be given the written findings of an inspection upon request. If there are no apparent violations noted, the Lot Owner will be advised of that fact upon request.

### **Advertising**

**93.** A bulletin board for posting "FOR SALE" or "FOR RENT" notices is provided for Lot Owners on the North wall near the Lapidary/Silversmith room. This Board is operated and maintained by the Lot Owners and not by the Association. Lot Owners must post their names and contact information. A bulletin board for "General Notices" is located near the Fitness Room. Before posting, all "Notices" must be approved by the Activities office.

## **B. CAR PASSES**

**94.** Car passes will be issued to Country Roads property Lot Owner(s) or Occupants only after all the following are completed:

- A. Escrow closing
- B. The Lot Owner provides the Association with proof of Lot Owner/Occupant age that is acceptable under the fifty-five (55) plus rules
- C. Lot Owner's Registration (SECTION II, PART 3. GENERAL ITEMS A. 90) is complete

**95.** Car passes will be placed on the lower left side of the windshield (driver's side). These passes will be controlled and issued by the Association. New date stickers will be issued each year. Entrance to Country Roads may be refused if the vehicle does not bear a valid car pass.

## **C. RESIDENTS, GUESTS, AND VISITORS**

### **96. Registered Residents/Occupants**

- A. An Occupant is defined as a person, other than a Lot Owner, in rightful possession and/or residency of a Lot, including but not limited to, a tenant who has entered into a rental agreement with a Lot Owner.
- B. The Lot Owner shall be responsible for ensuring the Occupant(s) of their Lot has/have a working understanding of the Country Roads Rules and Regulations and shall be responsible for all actions of their Occupant(s) while they reside at Country Roads.
- C. Once the Lot Owner rents their Lot the Lot Owner passes the privileges, associated with the Lot, for the use of the Common Areas and facilities to the renter as outlined in the Rules and Regulations: Rule #89 Forfeiture of Rights (Part 2. Lot Occupancy and Use).

### **97. Guests**

- A. A guest is defined as a person who is a friend of the family or kin of the Lot Owner or Occupant(s) and who is staying with the Lot Owner or Occupant(s) for less than thirty (30) days.

- B. A guest shall be issued a green guest badge. The guest badge information shall include the last date of their stay (maximum stay allowed is 30 days), the guest's name, the Lot Owner or Occupant(s) name, and Lot number.
- C. A maximum of 4 guest badges shall be issued for any given period.
- D. The guest shall be required to wear their guest badge whenever they are off the Occupant's lot and on Common Area.
- E. The guest shall have use of the Common Areas with the same restrictions as any Lot Owner or Occupant. If they are at least 18 years of age they can frequent the Common Areas with or without the company of the Lot Owner or Occupant.
- F. The Lot Owner and/or Occupant shall be responsible for ensuring that the guest(s) have a working understanding of the Country Roads RV Village Rules and Regulations and shall be responsible for all actions of their guest(s) while they reside at Country Roads.
- G. A guest who fails to comply with the Country Roads RV Village Rules and Regulations shall have their guest privileges revoked and be restricted to the Lot Owner or Occupant's Lot or be expelled from the Park. The Board of Directors shall have the final decision in this matter.

#### **98. Visitors**

- A. A visitor is defined as a person who attends a Country Roads event or is a friend or kin of the Lot Owner or Occupant and is staying outside the Park.
- B. A visitor may visit a Lot Owner or Occupant and remain on their Lot without a visitor's badge.
- C. Should a Lot Owner or Occupant take their visitor off their Lot to use the resort's facilities then the Lot Owner or Occupant shall apply at the Association office in advance for a visitor's badge.
- D. A visitor shall be issued an orange day badge. The day badge information shall include the day's date, the visitor's name, the Lot Owner or Occupant's name and Lot number, and a note that the Lot Owner or Occupant inviting the visitor must always accompany them when the visitor is on Common Area within the Park.
- E. The visitor shall always be accompanied by the Lot Owner or Occupant regardless of whether the visitor is on or off their Lot.
- F. The visitor shall be required to wear the visitor's badge whenever they are off the Lot and on Common Area.
- G. The Lot Owner and/or Occupant(s) shall be responsible for ensuring the visitor(s) have a working understanding of the Country Roads RV Village Rules and Regulations and shall be responsible for all actions of their visitor(s) while they are within Country Roads.
- H. A Lot Owner, Occupant, and/or their visitor who fails to comply with the Country Roads RV Village Rules and Regulations shall have their visitor's privilege revoked and the visitor shall be expelled from the Park forthwith. The Board shall have the right to restrict a Lot Owner and/or Occupant from obtaining any further visitors' badges. The Board of Directors shall have the final decision on this matter.

#### **99. Children**

- A. Common Areas and facilities used by children visitors, individuals under eighteen (18) years of age, are limited to designated holiday times and requires adult supervision (defined as a Lot Owner, Occupant and/or a parent who is a guest). Regular holiday visitation times are: (1) Thanksgiving week, Sunday before to Sunday after (October- Canada, November- United States), (2) Christmas, Sunday before until the first Sunday after January 1<sup>st</sup>, (3) Spring vacation, the last 14 days of March and the first 14 days of April, and (4) Summer vacation June, July, and August. The designated pool for children is the South pool (anytime during designated holidays). This does not prevent Lot Owners and Occupants having children visit on their property.

- B. Only licensed operators will be allowed to drive motorized vehicles within the Resort. A motorized vehicle is a vehicle capable of self-propelling, including but not limited to golf carts, off highway vehicles (OTV), electric bikes, motorcycles, and scooters.

**D. DECORUM**

**100.** The period between the hours of 10:00 p.m. to 7:00 a.m. shall be considered quiet time and all persons shall keep a low noise level.

**101.** Smoking is not allowed in the satellite areas, maintenance shop, recycling areas, and all areas of the main complex other than those designated as smoking areas by the Community Manager. These designated areas shall be at least fifteen feet (15') from any doorway and shall not be in the pool area.

**102.** No Lot Owner, Occupant, visitor, or guest shall turn on or off, or make any adjustments to the Country Roads irrigation, electrical, or electronic systems, including thermostats or pool equipment. Only Country Roads employees and/or contractors, a person with written permission, or a person appointed by management will be allowed to do so.

**103.** An identification badge must always be worn where the public can see it while present at any recreation facility or Common Area.

**104.** Speed limit within the Park is ten (10) miles per hour. Traffic control will be enforced by security including stop signs and use of turn signals. Bicycles and golf carts must obey the rules of the road. Bicycles and golf carts used after dark must have proper lighting. Neither bicycles, tricycles, golf carts nor other motorized vehicles are permitted in the main courtyard area, satellite pool areas, or in the greenbelt (retention) areas.

**105.** Each Lot Owner may use the water within Country Roads to wash Lot improvements, park models, RVs, or automobiles no more than once per month. The Contractor must bring in water needed to perform these services.

**E. SOLICITATION**

**106.** No solicitation is allowed at Country Roads. Political solicitation, however, may be performed in line with Arizona Statutes which states that a person accompanied by a Lot Owner or Occupant may engage in political solicitation within the community. Both the Lot Owner/Occupant and the individual accompanying them must wear Country Roads identification badges when engaging in political solicitation (AZ 33-1261 and 33-1808).

**F. MISCELLANEOUS**

**107.** Due to insurance and Country Roads Association policies, "NOTHING OWNED OR UNDER THE CONTROL OF COUNTRY ROADS ASSOCIATION SHALL BE LOANED TO ANY INDIVIDUAL." This includes Association Vehicles, unless specifically authorized by General Management.

**108.** Regular assessments are due on the 1<sup>st</sup> day of the fiscal year. The Board may accept 1/12<sup>th</sup> of the annual assessment to be paid on the first of each calendar month with late fees as applicable.

## **SECTION III – ENFORCEMENT POLICY AND FINE SCHEDULE**

### **ROLE OF BOARD AND ASSOCIATION STAFF**

The authority of the Association to enforce the Governing Documents is exercised by the Board. The Board has the ultimate authority to determine whether a violation exists and to determine how the Association should proceed to address the violation. However, the Board, as permitted by Arizona law and the Bylaws of the Association, has delegated some of the enforcement of the Governing Documents to the Association staff.

### **INVESTIGATION AND DETERMINATION OF A VIOLATION**

A violation can come to the Association's attention by a staff member who notes the violation during a drive through of the Community or a complaint received by a Lot Owner or Occupant. If a complaint is received by a Lot Owner or Occupant, a member of the Association staff will perform a follow-up check to confirm the existence of the condition reported by the resident and to confirm that the condition is a violation of the Governing Documents. The Association has no duty to take any action based on anonymous complaints. Lot Owners should be aware that the Association may be required to provide information about complaints made and the person who made them to other Lot Owners, to the extent required by law. If the Association staff has a question of interpretation as to whether the condition is a violation of the Governing Documents, the Community Manager can forward the matter to the Board and/or the Association's legal counsel for guidance and determination.

### **ESTABLISHMENT OF VIOLATION AND VIOLATION NOTICES**

**1. Courtesy Notice:** Upon verification of the existence of a violation, a Courtesy Notice may be given by phone call, hand-delivery, email and/or in a written letter mailed to the Lot Owner, as determined by Association staff, providing the specific information regarding the violation and requesting that corrective action be taken within a specific timeframe or that the violation not re-occur. If the Lot Owner or Occupant is a repeat offender, the violation is a repeat offense, if otherwise determined by the Board or Association staff, this Courtesy Notice step may be skipped.

**2. Violation Notices:** If the Lot Owner fails to remedy the violation within the timeframe set forth on the Courtesy Notice, if the Courtesy Notice step is skipped, or if the violation is initially cured but then recurs within a period of twelve (12) months from the initial violation, a written Violation Notice shall be mailed to the Lot Owner. The first Violation Notice shall include:

- A. The nature of the violation.
- B. The provision(s) of the Declaration or other governing document that was violated.
- C. The date the violation was observed and by whom.
- D. A date for correction of the violation and/or to submit plans and specifications for the improvement to the Architectural Review Committee.
- E. If applicable, the Board's intent to levy a fine against the Lot Owner.
- F. A statement advising the Lot Owner of the opportunity to be heard with respect to the violation and the time frame (at least ten (10) business days after the Violation Notice was sent) to contact the Association, in writing, to exercise the opportunity to request the hearing.
- G. A statement advising the Lot Owner of the manner in which the Lot Owner may contest the violation.
- H. A statement advising the Lot Owner that the Lot Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

**3. Subsequent Violation Notices and/or Continuing Violations:** If the violation still exists after the time-frame for compliance in the initial Violation Notice or if the violation re-occurs again within twelve (12) months of the initial violation, subsequent violation notices may be sent to the Lot Owner, containing the information required under Paragraph 2, and/or additional fines may be imposed under the same terms and conditions as set forth below.



## **FINES**

**1. Hearing and Waiver of Right to be Heard:** If requested within the timeframe prescribed in the notice to the Lot Owner, a hearing will be granted, and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board and the Lot Owner. To the extent reasonably possible, the hearing will be held at the next scheduled Board of Director's meeting. The hearing will be held in the open session portion of the meeting unless the Lot Owner requests the hearing be held in executive session or the Association staff determines that the hearing should be held in executive session.

At the hearing, the Board shall permit the Lot Owner to submit all relevant arguments, evidence, statements, and/or witnesses regarding the alleged violation. The Board may also request that the Association staff present information or evidence regarding the alleged violation. The hearing need not be conducted in conformity with judicial rules of procedure or evidence. The Association's and Lot Owner's attorneys may be present and participate in the hearing. If either party's attorney will be present at the hearing, the other party shall be notified as soon as the determination is made.

**Any of the following shall constitute a waiver of the Lot Owner's right to the hearing:**

- A. The Lot Owner does not contact the Association to request a hearing in the timeframe prescribed in the Violation Notice to the Lot Owner;
- B. The Lot Owner does not respond to the Association's reasonable attempts to schedule a hearing;
- C. After a hearing is scheduled, the Lot Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

A fine may be imposed after the hearing or after the Lot Owner waives the right to be heard. If a Lot Owner waives the right to be heard, the Board will make a decision regarding a fine based on the information it has. Any fine imposed may be applied retroactively to the initial date of the violation.

**2. Notice and Amount of Fines:** The Lot Owner will be given written notice of the amount of any fines imposed, such additional fines that will be levied thereafter until the violation is remedied, and the due date for payment of such fines. The Notice of Fine will also inform the Lot Owner of the remedy or remedies the Association is considering or intends to take to obtain compliance. The Board intends to impose fines generally in accordance with the attached Fine Schedule for violations listed on this schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner.

**3. Fines for Continuing and Recurring Violations:** Once it has been determined by the Board that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly or monthly fines) while the violation continues, and such continuing fines shall accrue until the Lot Owner notifies the Association that the violation has ceased and the Board confirms that it has ceased. If any violation recurs within twelve (12) months from a past violation, it will be considered a subsequent violation related to that past violation for the purpose of imposing fines.

## **REFERRAL TO LEGAL COUNSEL; OTHER LEGAL REMEDIES**

Where it is determined to be in the best interest of the Association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the violation, to exercise self-help as provided in Section 10.1.2 of the Declaration or to pursue any other legal or equitable remedy that may be available to the Association. Similarly, the Board may, in its sole discretion, determine that the Association will forego levying fines under this policy to pursue any other legal or equitable remedy that may be available to the Association under the Governing Documents and Arizona law.

## **DISCRETION REGARDING ENFORCEMENT ACTION**

At any time in this process, the Board of Directors may make a decision to take or not take enforcement action. Each such decision shall be in the discretion of the Board, in the exercise of its business judgment. Without limiting the generality

of the Board's discretion on, if the Board reasonably determines that a provision of the Governing Documents is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action, the Board shall not be obligated to take such action. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision at a later time or under other circumstances, or prevent the Association from enforcing any other provision of the Governing Documents.

#### **FINE SCHEDULE**

The Board generally intends to levy fines according to the schedule of fines below. However, the Board reserves the right to levy a fine in a different amount, including daily, weekly, or monthly fines for recurring offenses, as determined in its discretion based on the nature of the offense, the number of violations, and any other relevant factors as determined by the Board.

Furthermore, with respect to subsequent violations beyond those listed in the schedule of fines, the Board shall determine the amount of the fine in its discretion by considering the same factors noted above. The amount of any fine established by the Board shall range from \$25.00 to a maximum of \$1,000.00 for a one-time fine, or daily, weekly or monthly penalties for recurring violations of up to \$1,000.00 per day.

The Board also reserves the right to suspend the fines for certain ongoing violations to give the Lot Owner(s) a reasonable time period, as determined in the sole discretion of the Board, to address them. However, if the Lot Owner(s) fails to do so within the prescribed time period, then the Board may impose all the fines that accrued retroactively from the date of the original Violation Notice.

In the event the Lot Owner fails to pay a fine within fifteen (15) days of the requested due date, the Association may deem the penalty delinquent and impose a charge for the late payment of the penalty. The late charge may not exceed the greater of fifteen dollars (\$15.00) or ten percent (10%) of the amount of the unpaid penalty. In addition, if the Lot Owner refuses to pay the penalty, the Board reserves the right to pursue collection of all outstanding amounts via all legal means available to the Association. In the event the Association is awarded a judgment against the Lot Owner, the Lot Owner will also be responsible for all costs and reasonable attorneys' fees incurred by the Association.

#### **TRASH/RECYCLE DEBRIS**

Courtesy Notice – no fine

Violation Notice - \$25 fine per day left out

Subsequent Notices - \$25 fine per day left out

Continuing Violations - \$25 fine per day left out

#### **BULK TRASH/ITEMS**

No Courtesy Notice Required

Violation Notice - \$150 fine

Subsequent Notices - \$150 fine

Continuing Violations - \$150 fine per week left out

#### **PARKING AND VEHICLE VIOLATIONS**

No Courtesy Notice Required

Violation Notice - \$100 fine

Subsequent Notices - \$100 fine

Continuing Violations - \$50 fine per day

**LANDSCAPING VIOLATIONS (INCLUDING WEEDS)**

Courtesy Notice – no fine  
Violation Notice - \$50 fine  
Subsequent Notices - \$100 fine  
Continuing Violations - \$100 fine per week

**FAILING TO PROPERLY MAINTAIN LOT AND/OR STRUCTURES ON LOT (INCLUDES PAINTING)**

Courtesy Notice – no fine  
Violation Notice - \$50 fine  
Subsequent Notices - \$100 fine  
Continuing Violations - \$100 fine per week

**UNAPPROVED/PROHIBITED ITEMS PLACED/STORED ON LOT**

No Courtesy Notice Required  
Violation Notice - minimum \$50 fine  
Subsequent Notices - minimum \$100 fine  
Continuing Violations - \$100 fine per week

**UNAPPROVED OR UNALLOWED MODIFICATIONS TO THE EXTERIOR OF THE PROPERTY WITHOUT ARCHITECTURAL APPROVAL**

No Courtesy Notice Required  
Violation Notice - minimum \$250 fine  
Subsequent Notices - minimum \$250 fine  
Continuing Violations - \$100 fine per week

**ANIMAL RELATED VIOLATION – NO INJURIES**

Courtesy Notice – no fine  
Violation Notice - \$50 fine  
Subsequent Notices - \$100 fine  
Continuing Violations - \$50 fine per day

**ANIMAL VIOLATION CAUSING INJURIES TO PERSON(S) OR OTHER ANIMAL(S)**

No Courtesy Notice Required  
Violation Notice - minimum \$250 fine  
Subsequent Notices - minimum \$500 fine

**SIGNAGE VIOLATION**

Courtesy Notice – no fine  
Violation Notice - \$25 fine  
Subsequent Notices - \$50 fine  
Continuing Violations - \$50 fine per week

**NUISANCE OR NOISE VIOLATION**

No Courtesy Notice Required  
Violation Notice - minimum \$50 fine  
Subsequent Notices - \$100 fine  
Continuing Violations - \$100 fine per week

**VIOLATION OF RULES GOVERNING USE OF THE COMMON AREAS**

Courtesy Notice – no fine  
Violation Notice - \$50 fine  
Subsequent Notices - \$75 fine

**VIOLATION OF RULES GOVERNING THE USE OF THE COMMON AREA CAUSING DAMAGE**

No Courtesy Notice Required  
Violation Notice – minimum \$100 fine plus cost of repairing or restoring damage

**VIOLATION OF CONSTRUCTION RULES**

No Courtesy Notice Required  
Violation Notice – minimum \$100 fine  
Subsequent Notices – minimum \$200 fine  
Continuing Violations – minimum \$200 fine per week

**WASHING/DRAINING OF WATER AND/OR DEBRIS OFF OF LOT**

No Courtesy Notice Required  
Violation Notice – minimum \$100 fine  
Subsequent Notices – minimum \$200 fine

**OTHER VIOLATIONS**

No Courtesy Notice Required  
Violation Notice – minimum \$100 fine  
Subsequent Notices – minimum \$150 fine  
Continuing Violations – minimum \$150 per week

**TRADE OR BUSINESS VIOLATION**

No Courtesy Notice Required  
Violation Notice - minimum \$100 fine  
Subsequent Notices - minimum \$100 fine  
Continuing Violations - \$500 fine per day