

# VISTOSO HILLS HOMEOWNER'S ASSOCIATION

## RULES AND REGULATIONS

These Rules and Regulations are meant as a clarification of the CC&Rs, as adopted by the 1997 Board of Directors and published in the May 1997 Vistoso Hills Community Newsletter as per Article II, Section 2.07 (page 8), which gives the Vistoso Hills Board of Directors the power to adopt, amend and repeal such rules and regulations as it deems reasonable and appropriate and shall govern the use and/or occupancy of the Properties.

The Rules may also include the establishment of a system of fines and penalties. The Rules shall govern such matters as the Board deems of importance to the Association as a whole. The Association Rules are established by the Board of Directors, in the best of their abilities, and are intended to protect, enhance and preserve your community for the enjoyment of all Owners.

Included with the specifics of the Rules and Regulations are excerpts from the Uses and Restrictions section of the Vistoso Hills CC&Rs and are listed as a quick guide for you to refer to when questions arise regarding usage. When in doubt, please feel free to contact the Managing Agent, David Way, at Y Cross Management Group, LLC, phone (520) 219-4520, fax (520) 219-4711, e-mail [david@ycross.biz](mailto:david@ycross.biz), after-hours phone (520) 609-0550.

**DEFINITIONS:** (As per the *Declaration of Covenants, Conditions, Restrictions and Easements for Vistoso Hills adopted on 28, March, 1996*)

- Section 1.05. "Common Area A", "Common Area" or "Common Areas" shall mean all real Property and improvements thereon designated as Common Areas, streets, roads, parking areas, entry gates, sidewalks, walkways, front yards, side yards, trails and the pool and community center, on the Plat as defined herein (*Declaration of Covenants, Conditions, Restrictions and Easements for Vistoso Hills as adopted on 28, March, 1996*) whether improved or unimproved, owned by the Association for the common use and enjoyment of the Owners, with the exception of Common Area B Natural Open Space and Walking Deer Place which are not owned by the Association or included in these Restrictions.
- Section 1.09. "Dwelling Unit" or "Unit" shall mean any improvements placed within the confines of any Lot.
- Section 1.19. "Properties" shall mean and refer to Lots 1 through 81 of Vistoso Hills and Common Area A as described on the Plat including all roadways and sidewalks, excepting Deer Print Place.
- Section 1.22. "Screened" shall mean shielded, concealed and effectively hidden from view by the appropriate means, as approved by the Architectural Control Committee, so as not to be visible from within the Property, as defined in Section 1.23.
- Section 1.23. "Visible from within the Properties" shall mean with respect to any given object or activity, that such object or activity is or would be visible, without artificial sight aids, from six (6) feet above ground level from any location with the Properties as defined in section 1.19.

**1. Owner Maintenance:** *(CC&R's Article III, Section 3.01.A)*

The Owner of each unit shall be responsible for all maintenance, repair and upkeep of his home, except for painting of the exterior of the home and common walls, recoating of the roofs, and maintenance of the front-yard landscaping which is responsibility of the Association:

Each Owner is responsible for sewer blockage, repair, etc. of all home plumbing as well as the house connection line from the home to its connection point in the main collection sewer line in the street. Such maintenance, repair and repainting of a home and other improvements on a Lot shall be undertaken in a manner and with such frequency as shall keep each Owner's Lot in an attractive, well-kept and maintained condition in conformity with all other Lots and comply in all respects with all governmental health, fire and safety statutes, ordinances, regulations and requirements.

Homeowner maintenance items also include:

- Bee swarms on the exterior Property walls and roof.
- Roof leaks caused by conditions other than roof resealing. Roof resealing is a warranty process and the HOA's responsibility to maintain.
- Scupper cleaning, painting and repair.
- Damage to exterior walls caused by homeowner's plantings, wall decorations or rusted scuppers.
- Sewer lines clogged by tree plantings shall also be the Owners to repair. However, the HOA is responsible for removal of the offending tree. Replacement of the tree is at the discretion of the HOA.

**2. Association Common Area Maintenance:** *(CC&R's Article III, Section 3.01.B)*

The Association is responsible for maintenance, repair and upkeep of any Common Area improvements including private streets, curb-line sidewalks, common-area sidewalks, recreational facilities, landscaping, entry and exit gates, parking areas and landscaping and irrigation contained within the front-yard and side-yard areas of the units. Also the Association is responsible for maintaining and landscaping any slope easements, and maintaining and repainting perimeter walls or fences constructed along the boundaries of the Property that are not on a Lot.

**3. Exterior Lighting:** *(CC&R's Article III, Section 3.01.C)*

Owners are responsible for the maintenance and repair, including replacement of light bulbs, of all exterior lighting fixtures located on the Lot. Colored lights are not allowed.

In the event an Owner fails to maintain in an operable condition the exterior lighting located adjacent to the garage of the dwelling unit, said Owner will be given written notice to correct said condition in a maximum of fourteen (14) days. After fourteen (14) days has expired, the Association will contract to have the lighting issue resolved (either fixture repair or bulb replacement or whatever is deemed necessary,) and a minimum charge of \$20 will be assessed to the Owner's account. *(Resolution No. 1 – June 24, 2004)*

**4. Holiday Lighting and Decorations:**

Holiday lighting and decorations may be installed thirty (30) days prior to the recognized holiday and must be removed with 30 days after the holiday associated with the lighting. (Recognized holidays are New Year's Day, Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Halloween, Thanksgiving Day and the Christmas season.) *(Rancho Vistoso Architectural & Landscape Review Committee guidelines – September 1, 1997)*



**5. Improvements:** *(CC&R's Article VIII, Section 8.02)*

No improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any Property shall be made, placed or constructed upon any Lot or the Properties (except by the Association upon the Common Area) unless complete plans and specifications showing the nature, design, kind, quality, shape, height, materials, color scheme and location of any improvement or landscaping plans have been submitted, in writing, to the Managing Agent and the Architectural Review Committee (ARC) and approved, in writing, by the ARC. Decisions of the ARC shall be binding and conclusive.

This is expressly true with regard to the front-yard irrigation system and landscaping which has been installed and is maintained by the Association. Homeowners may not alter, tie into, adjust, change or move the irrigation system in the front yard or any common area in any way without prior written approval of the ARC or the Board of Directors.

**6. Construction Deposit:** *(Resolution – October 21, 2004)*

The ARC require a construction deposit prior to work commencing on project(s) that are deemed to be of a nature to impact the common area of the Association. An example would be the laying of rock or pavers in back courtyards where access to the work area is available only through the house or through irrigated common area(s). The refundable construction deposit will range from \$500 to \$1,000 as determined by the ARC at their discretion depending on the scope of the work to be performed. Upon review of the completed project by the ARC, the construction deposit will be fully refunded once the project is approved to be complete as submitted and no damage to the common area is confirmed.

**7. Rentals:** *(CC&R's Article IX, Section 9.02)*

Owners may rent their units as long as a written copy of the lease agreement is provided to the Association, and that the lease contains the following provision:

“The failure of any lessee or tenant to comply with the Rules, By-Laws, Articles and provisions of this Declaration or the Master Declaration and the Articles, By-Laws, Development Guidelines and Rules of the Master Association shall be a default under the lease.”

Any lease agreement shall be for a period of not-less-than-thirty days. In order to maintain an Association Directory, the names and telephone numbers of the tenants are requested.

**8. Antennas:** *(CC&R's Article IX, Section 9.03)*

No exterior antennas, visible satellite TV dishes or other devices for the transmission or reception of radio and television signals shall be placed, erected or maintained on any Lot without prior written authorization of the Board or the Architectural Review Committee. If authorized, they shall be screened or otherwise not visible from any other Lot or from any road from within the Properties unless the Board or Architectural Review Committee waives this condition in writing.

**9. Solar Devices:** *(CC&R's Article IX, Section 9.04)*

No solar devices, of any type, shall be placed erected or installed on any Lot without the approval of the ARC or the Board of Directors.

**10. Signs:** (CC&R's Article IX, Section 9.06)

No signs of any kind shall be displayed which are visible from neighboring Property or Lots without the prior written approval of the Board. Exception:

- a. Signs required by legal proceedings;
- b. Signs, including "For Sale" and "For Lease" signs and subdivision identification signs, the nature, number, location, content and design of which shall be approved in advance and in writing by the Architectural Review Committee. Real Estate signs shall not exceed five (5) square feet and must be placed on the front gate. Only one (1) brochure box or tube may accompany the sign. If the gate is side facing rather than front facing, the sign may be attached to the wall immediately adjacent to the gate.

**11. Animals:** (CC&R's Article IX, Section 9.07)

Two (2) house pets are allowed on each Lot, only if they are kept or raised solely as domestic pets and not for commercial purposes. No house pets are permitted to make an unreasonable amount of noise or create a nuisance. This determination will be made at the sole discretion of the Board of Directors.

All permitted pets shall be leashed when not on a Lot owned by the pet's owner or on which the pet's owner is a Tenant, guest or invitee; and persons walking pets shall be responsible to remove the pet's excrement from the covered Property.

Residents should also consider that, due to health and risk issues, feeding wildlife is discouraged.

**12. Garbage:** (CC&R's Article IX, Section 9.13)

No garbage or trash shall be allowed, stored or placed on a Lot except in sanitary, covered containers. The containers may not be visible from neighboring Property except for a reasonable time immediately prior to and after collection. At all other times the trash receptacle must be hidden from view.

While in October of 2009 the Vistoso Community Association adopted Saguaro Environmental Services as their preferred waste-removal contractor, for the following reasons Vistoso Hills Association continues to contract with a single trash service provider:

- a. Continued lower fee through group rating,
- b. Reduced damage to the Association's streets from many trucks,
- c. Reduced disturbance from multiple trucks in the Association many days of the week,
- d. Increased safety for Association members and their guests walking in the community.

The Association has chosen Waste Management as the sole provider of trash service. They bill residents individually on a quarterly basis. Pick ups are on Tuesdays and Fridays. Recycle bins are provided and recyclables are picked up on Tuesdays (only). To subscribe, please call Waste Management at 744-2600. Let them know that you are a resident and a member of the Vistoso Hills Homeowner's Association.

**13. Garages:** (CC&R's Article IX, Section 9.16)

Items stored in garages will be stored to conceal the same from view from adjoining Property and from the streets and common areas. Garage doors should be kept closed except as may be reasonable necessary for entry and exit and normal day-to-day activities which require the utilization of the garage. Storage or parking of any recreational vehicle, commercial vehicle or boat, other than completely within an Owner's garage is prohibited.

**14. Parking:** (CC&R's Article IX, Section 9.16)

In accordance with Section 9.16, the Board of Directors will establish Parking Rules. Each Owner and Occupant shall be responsible for compliance by his or her occupants and visitors with the provisions of the CC&Rs. These Rules apply to trucks, vans, recreational vehicles, automobiles, bicycles, motorbikes, motorcycles, motorized carts and boats.

- a. It is the intent of the Vistoso Hills Homeowner Association that vehicles not be parked for extended periods or overnight on the streets. Unless previously authorized by the Management Agent, there will be no overnight parking in the poolside parking area. Violators will be subject to towing. Homeowner vehicles shall be kept in garages, driveways or other designated parking areas.
- b. The Board of Directors understands that parking is limited for overnight visitors of our members. In an effort to provide off-street parking for overnight guests, the first priority for overnight guest parking shall be the Homeowner's driveway when space is available.
- c. If a Homeowner driveway parking space is not available, upon request, overnight guest parking spaces may be reserved in the poolside parking area. Three spaces will be retained for swim-pool patrons and will not be available for overnight parking.
- d. To reserve a space for overnight parking, please contact the Managing Agent to request a guest-parking pass. Provide the Managing Agent the following information:
  - Homeowner name, address and unit number,
  - The color, make and license number of the guest vehicle,
  - The dates the space(s) will be needed.

The Managing Agent will provide the Homeowner with a dated parking pass that is to be visually displayed on the dashboard of the car. (*Newsletter – Winter 2007*)

- e. No motor vehicle, motor home, mobile home, trailer, camper shell, detached camper, boat, boat trailer, snow mobile, jet ski or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed, repaired or stored on any Lot, in the poolside parking area or on any street so as to be visible from neighboring Property. Temporary parking of not more than forty-eight (48) hours for loading and unloading of residents' RVs will be allowed and strictly enforced. When loading and unloading RV's, be certain that neighboring driveways and walkways are not blocked, and that there is adequate space for emergency vehicles to pass if the need should arise. Unless previously authorized by the Managing Agent, no other recreational vehicles will be allowed to park within the Community.

**15. Clotheslines:** (CC&R's Article IX, Section 9.17)

No exterior clotheslines are allowed, and there shall be no outside laundering or drying of clothes.

## **16. Pool Rules:**

- a. Residents and their guests are the only parties who should have access to the pool area. Please do not provide the pool-entrance gate code to non-residents.
- b. The resident must accompany all guests to the pool.
- c. The gate to the pool area should be locked at all times. Do not prop it open.
- d. The temperature of the pool (80 °) and spa (102°-104°) will be maintained year round.
- e. Pets are not allowed in the pool area or the clubhouse.
- f. Smoking is not allowed in the pool area or the clubhouse.
- g. Glass containers are not allowed in the pool area.
- h. Pool furniture should be replaced to its original position.
- i. Private parties are only allowed at the pool/clubhouse with a reservation.

## **17. Clubhouse/Pool Reservation Policy:**

A private function is defined as a group of people ten (10) or more per household) joining together to celebrate an occasion other than a regular or standard activity with the invitation list being selective and not posted for the entire community to attend. The invitees may or may not be members of the Association.

- a. HOA events will have priority.
- b. Reservation of the Pool and Clubhouse facility must be requested through the Managing Agent and must be accompanied with a deposit. Any Association Member requesting the use of the facility for a private function must have his/her Association fees paid up to date. Only Association Members can reserve the facility. The pool will still be available to other Homeowners, outside of your party, during the time of your party.
- c. Reservations will be taken on a first-come-first-served basis.
- d. Parties of ten (10) or more per household: A request form and \$50 deposit payable to the Vistoso Hills Homeowner's Association is required at least two (2) weeks prior to the requested date. Individuals reserving the facility are responsible for any loss or damage and for the cleanup after the event. The restrooms, as well as the pool and clubhouse facilities, if used, are also to be thoroughly cleaned and trash is to be bagged and discarded into the provided trash containers. An inspection team will inspect the premises as soon as possible after the close of the function. If all is in fine condition after the inspection, the deposit will be refunded.
- e. All rules associated with the CC&R's and the Rules & Regulations as well as posted rules and bather load/capacity are to be followed. Failure to comply with these rules may result in the loss of deposit fee as well as suspension from reserving the facility in the future.
- f. All functions must be concluded by 11:00 p.m. unless pre-approved by the Board. All doors and gates must be secured.
- g. The Association will not be liable for any guests who may be injured or may require medical attention while attending a function at the either the facility or parking areas.
- h. Musical bands, disc jockeys and loud music are not allowed unless pre-approved by the Board.
- i. If furniture is moved, it must be put back to the original arrangement.
- j. The individual reserving the facility must post the notice provided by the Managing Agent on the bulletin board 24 hours prior to their use of the facility. The notice will state the date and times that the facility is reserved. This certificate of notification will be mailed upon receipt of a signed form and deposit check.