

# RAILROAD SPRINGS 66 HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

**(Revised as of June 15, 2016)**

Welcome to Railroad Springs. Pursuant to Article VII, Section 1(a) of the Association's Bylaws, the Board has the power "adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and any other matters contemplated by the Declaration or Articles and to establish penalties for the infraction thereof." The following Rules and Regulations are designed to address items not already covered by the Association's other governing documents or to provide reminders of important items restricted by those documents.

***Note:** Following these Rules and Regulations does not eliminate the need to review the Declaration and comply with all restrictions contained therein. In addition, the Board has adopted resolutions on certain aspects of Association governance that may apply. Unless otherwise defined herein, capitalized terms have the same meaning used in the Declaration.*

### **General Restrictions**

1. **Business and Commercial Activity** - Section 14.2 of the Declaration generally restricts business and commercial use of your Lot other than within limited exceptions. Owners are expected to review this provision prior to undertaking any business or commercial activity on their Lot.
2. **Parking** - Sections 14.23, 14.24, and 14.25 of the Declaration contain restrictions on the parking, storage, and maintenance of "Commercial and Recreation Vehicles" and "family vehicles," as those terms are defined in Sections 14.23 and 14.24, respectively. Commercial and Recreational Vehicles must be parked in an enclosed garage or a recreational vehicle parking area on your Lot that is screened from view and has received the prior written approval of the Association and the City of Flagstaff. Commercial and Recreational Vehicles may only park in your driveway or any street on a "nonrecurring and temporary basis," which the Association has interpreted as parking for no more than 72 consecutive hours within any 30 day period.

Family vehicles generally must be parked in your garage or driveway. Your garage may not be used for storage or any other purpose that would prevent at least one vehicle from being parked inside. Additional family vehicles that do not fit within your garage can be parked in your driveway. Family vehicles may only be parked on the streets on a "nonrecurring and temporary basis," which the Association has interpreted as (a) parking on the street(s) for no more than 48 consecutive hours and (b) street parking on no more than 2 days within any 7 day period. Any homeowner requesting exemption to this Rule must contact the Association Manager prior to violating this Rule.

Routine maintenance and repairs of vehicles may be performed within an enclosed garage, but may not be conducted in a driveway, any other portion of a Lot, or in the street. Vehicle construction, reconstruction, or assembly is prohibited. No vehicle is permitted to remain anywhere on any Lot in a state of disrepair or in inoperable condition. In addition, please refer to the City of Flagstaff street parking regulations.

3. **Trash Containers** – Section 14.9 of the Declaration governs trash and trash containers. All trash and recycling receptacles must be stored in an enclosed garage or other portion of a Lot that is not visible from neighboring property (e.g., behind a trash bin enclosure that has been previously approved by the Association) except during the time period beginning at dusk on the day prior to trash and/or recycling collection and ending at dawn on the day following such collection.
4. **Pets** – Section 14.7 of the Declaration restricts the keeping of pets in the community and prohibits livestock, horses, birds, and poultry of any kind. This prohibition extends to any chickens, which are not considered common household pets by the Association. In accordance with the City of Flagstaff leash laws, no pets shall be allowed to run loose at any time for any reason. An Owner may keep up to two (2) dogs, two (2) cats, two (2) other common household pets (as determined in the sole judgment of the Board), or three (3) of any combination of dogs, cats, and other common household pets. Additional pets beyond this maximum number of two (2) or three (3) are not permitted unless approved in advance by the Board.
5. **Nuisances** – Sections 14.4 and 14.7 (as applied to pets) prohibit noxious, loud, or offensive behavior or noises (including barking and/or noises from animals) interfering with the peaceful enjoyment of your neighbors. Furthermore, no nuisances shall be permitted to remain on any Lot. The following are some, but not all of the conditions and/or behaviors that will be considered to be a nuisance:
  1. Excessive vehicle noise (revving or racing of engines).
  2. Use of excessive speed when driving through the community.
  3. Failing to follow traffic signs.
  4. Display of harvested animals – visible from streets and/or neighboring Lots.
  5. Excessive barking from dogs.
  6. Parking on sidewalks.
  7. Sunbathing on roofs of homes.
  8. Placing snow, pine needles or trash from Lots, sidewalks or driveways into the street.
  9. Vehicles parked on landscaping or other areas not designated for parking.
  10. Items, other than those listed as approved for use, on front porches or decks – visible from streets and/or neighboring Lots.

6. **Fires** - No fires are permitted except in approved fireplaces or BBQs. Fireplaces must be equipped with a spark arrestor that meets or exceeds City of Flagstaff code. Fire restrictions at Railroad Springs 66 HOA will be consistent with those of the City of Flagstaff and the Coconino National Forest. No fireplace shall be permitted within six (6) feet of neighboring residences or fences. See Section 14.20 of the Declaration for more information.
7. **Playground Area** - The playground area and equipment located in the Common Area is for the private use of community residents and their guests only. The hours of use are limited to daylight hours only.
8. **Drainage Areas** – Common Area Tracts dedicated as easements shall not be used for any vehicle or foot traffic.
9. **Assessments** - The Assessment shall be paid quarterly. To confirm the current Assessment amount, please contact the Association’s community manager. As prescribed by Statute, any Association dues not paid 30 days after the due date, shall be subject to a late fee of 10% or \$15.00, whichever is greater.
10. **Patios/Decks** – Section 8 of the Declaration requires Owners to keep their Lots “in a neat, clean and orderly condition.” Section 14.10 of the Declaration provides that patios may not be used for storage purposes whether or not visible from neighboring property. The following table sets forth the items permitted and prohibited on decks and patios.

<u>Approved List of Items Allowed on Decks/Patios – If Kept in Good Condition</u>	<u>List of Items that are NOT Allowed on Decks/Patios</u>
<u>Outdoor Patio Furniture</u>	<u>Indoor Furniture</u>
<u>Planters, planted pots, container gardens</u>	<u>Wood burning fire pits</u>
<u>Wind Chimes</u>	<u>Tools and Equipment</u>
<u>Hanging Planters</u>	<u>Appliances</u>
<u>Birdfeeders</u>	<u>Car Parts, including tires</u>
<u>BBQ Grills – Propane only – No Charcoal or Wood allowed</u>	<u>Bricks, blocks or other type of building/construction materials</u>
	<u>Garbage; including cans and cigarette butts/ashtrays</u>
	<u>Paint and other types of hazardous and/or combustible materials</u>
	<u>Furniture in Disrepair</u>
	<u>Any other item that does not appear on the “Approved” list as deemed by the Board of Directors</u>

**Violation Policy**

Pursuant to Article VII, Section 1(a) of the Bylaws and applicable Arizona law, the Board of Directors has the power to impose monetary penalties upon the Owners of Lots for any violations of the Declaration and the other governing documents of the Association regardless of whether the violation was committed by the Owners, their guests, invitees, residents, tenants, occupants, or family members. Any capitalized terms not defined herein shall have the same meaning as that provided in the Declaration.

At any time, as determined in the sole and absolute discretion of the Board, the Association may choose to forego any courtesy or violation letters in favor of other enforcement tools available including but not limited to self-help, immediate action by its legal counsel, etc. as authorized by the Declaration and applicable law.

Upon the discovery of a violation, the Board may send a courtesy letter to the Owner(s) informing them of the violation and requesting that it be remedied. If a satisfactory response is not obtained within 10 business days, or if the Board elects to forego the courtesy letter, the Board may send a violation letter to the Owner(s) (“Violation Notice”). This Violation Notice shall inform the Owner(s) of the nature of the violation and what must be done to remedy the violation. This Violation Notice shall also give the Owner(s) an opportunity to be heard by the Board and an opportunity to contest the violation within 21 calendar days prior to imposing any monetary penalties.

If the Owner does request a hearing, then the Board will schedule a hearing date and inform the Owner in writing.

If the Owner contests the violation in writing within 21 calendar days of the Violation Notice by sending a letter to the Association via certified mail, the Board will provide a response to the Owner within 10 business days of receiving a notice contesting the violation to include the following information:

1. The nature of the violation and what must be done to remedy the violation;
2. The provision(s) of the governing documents that has been violated;
3. The date the violation(s) was observed;
4. The name of person(s) who observed the violation; and
5. The process the member must follow to contest the notice.

If the Owner does not request a hearing within 21 calendar days of the Association's Violation Notice or after any requested hearing, the Board may impose reasonable monetary penalties. These monetary penalties may apply retroactively to the date the violation was observed. For violations which continue, the Board may impose reasonable daily/weekly/monthly monetary penalties for each subsequent day/week/month of the violation and such continuing penalties shall continue to accrue until the Owner(s) notifies the Board that the violation has ceased and the Board has confirmed that, this, in fact, is the case.

If the violation ceases but reoccurs again within a 12 month period from the date of the first violation, it will be considered a recurring violation from the prior offense. The Association will send a second Violation Notice which will give the Owner(s) notice of the new occurrence of the same violation and give the owner(s) 21 calendar days to request a hearing or otherwise respond to the Violation Notice before a monetary penalty is imposed. However, the monetary penalty may be imposed retroactively to the date that the violation occurred.

All letters referenced herein, unless otherwise stated, shall be sent by regular mail or by hand delivery at the last-known address of the Owner(s).

The Board reserves the right to levy a monetary penalty as determined in its discretion, including daily, weekly, or monthly penalties for recurring offenses, based on the nature of the offense, the number of violations, and any other relevant factors as determined by the Board of Directors. The amount of any monetary penalty so established by the Board of Directors shall range from \$25.00 to a maximum of \$1,000.00 for one-time penalties or daily, weekly, or monthly penalties for recurring violations of up to \$1,000 per day. The Board reserves the right to exercise any means allowable by Arizona law to collect the fines imposed.

In the event that the Owner(s) fails to pay a monetary penalty within 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 Owner(s) 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 that the Association is awarded a judgment against the Owner(s), the Owner(s) will also be responsible for all costs and reasonable attorney's fees incurred by the Association.

The Board reserves all remedies, including the right to bring an action for injunctive relief.

The above Rules and Regulations are intended to benefit the common good and as a result maintain property values and encourage neighborly cooperation. If you have any questions please do not hesitate to call the Property Manager's office, (928) 556-1461

The President certifies that these Rules and Regulations were adopted by the Board of Directors at the Board meeting held on June 15, 2016

Railroad Springs 66  
Homeowners Association

By: Deborah Taylor  
Its: President

