



HACIENDAS DEL CONDE

HOMEOWNERS HANDBOOK

| 2021 Edition |

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HACIENDAS DEL CONDE HOMEOWNERS' ASSOCIATION HANDBOOK

Welcome to the neighborhood, if you are a new property owner, and to the mandatory membership in the Hacienda del Conde (HdC) Homeowners Association (HOA).

This Handbook is intended only to provide a brief highlight, in a simple language, of some of the more common matters for HdC members. It is in no way intended to replace or modify the provisions of the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs), which can be found on the HOA website: www.haciendasdelcondehoa.com

GENERAL INFORMATION

I. MEMBERSHIP

The HdC HOA is a legal entity that exists independently of who lives in the community or how often properties may change hands. As a condition of purchase, anyone who purchases property within the HdC development automatically becomes a member of the Association and is entitled to one vote per lot.

The rights and responsibilities of membership are defined and described in the Association's By-Laws and the CC&Rs. Each HOA member is responsible for reading and complying with the By-Laws and the CC&Rs.

II. THE BOARD

The business and affairs of the Association are governed by a seven-member Board of Directors which is elected annually at a meeting of the membership scheduled in February or March. Board members serve two-year terms, which are staggered in order to provide continuity on the Board. A list of current Board members and their contact information is available at the HOA web site at www.haciendasdelcondehoa.com.

Minutes of the monthly Board meetings are also posted on the website.

III. HOA DUES

Annually (and usually in January), each property owner receives a statement of the total monthly dues payable for the following year. If members wish to pay monthly, dues are payable on the first day of each month to the Association's Treasurer. HOA members can also pay on an annual, semi-annual or quarterly basis.

As of January 2021 dues are:

- \$59 per month for home sites, Lots 1-25 and 58-114
- \$90 per month for patio homes, Lots 26-37
- \$100 per month for townhomes, Lots 38-57

These Due differentials are related to costs of maintenance of Placita del Conde common areas: their private road, their common area landscaping and the maintenance of front yards of the townhomes.

Dues include the fee for trash and recycling collection for all HdC members.

IV. PROPERTY APPEARANCE STANDARDS

The CC&Rs set certain standards and restrictions to ensure the condition and harmony in the look of the neighborhood, which helps maintain all our property values. The Board is responsible for ensuring that property owners maintain the external appearance of their property in accordance with the CC&Rs requirements. The Board is also responsible for determining which standards in addition to those specified in the CC&Rs are applicable.

The following are some provisions from the CC&R's regarding property appearance:

CC&R 2 (page 3) defines the restrictions on business activity on HOA lots.

CC&R 4, (page 4) states that "no sign of any kind shall be visible from any lot except as minimally required". In general, one small sign advertising "for sale" or "for rent" may be displayed, as long as not unsightly and properly maintained.

CC&R 5 (page 4) specifies *that* "no unsightly object or nuisance shall be erected, placed or permitted to remain on any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or which may endanger the health or unreasonably disturb the holder of any lot. Included within the meaning of such annoyance or nuisance are any lights constructed or maintained by a lot owner which reasonably disturb any of the holders of other lots."

CC&R 6 (page 4) requires that "all clothes lines, equipment, garbage cans, incinerators, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots, common areas and streets. All rubbish, trash, or garbage shall be removed from the premises and shall not be allowed to accumulate thereon."

CC&R 7 (page 4) says "No vehicle or structure such as a trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding of a temporary nature shall be used at any time as a residence regardless of the duration of such use.

In addition, no such vehicle or structure shall be placed upon a lot without advance written permission of the Board of Directors.”

CC&R 8 (page 4) specifies that lot owners may not plant trees or other plants that would grow to extend outside their property line without advance Board permission.

CC&R 9 (page 4) specifies that only vehicles such as automobiles, vans or other non-commercial vehicles that are regularly used for resident transportation can be parked on any lot outside a garage. Boats, boat trailers, campers, travel trailers, motor homes and recreational vehicles cannot be parked or stored on a lot unless they are in an enclosed garage. The Board can grant permission for temporary storage (up to 1 week) upon request from a lot owner. No inoperable vehicle can be stored on any lot if it can be seen from any other lot, from the common areas, or from the street.

CC&R 10 (page5) specifies that long term storage containers placed on HOA lots must receive prior written approval from the HOA Board if such storage exceeds 90 days.

CC&R 11 (page 5) forbids the installation of white, near-white, glaring or reflective ground cover, roof or roofing materials if visible from the street or an adjacent lot without prior written approval from the Board.

The Board has approved a policy for levying fines for violation of the HOA CC&Rs Appearance Standards. It specifies that if the Board finds that a lot owner is in violation of the CC&Rs or other approved HOA policies, the Board will notify the lot owner of the violation in writing, The lot owner will have 30 days after receiving the notification to correct the violation or enter into a compliance agreement with the HOA that is acceptable to the Board.

The Lot owner who is notified of a violation has the right to be heard at the next regularly scheduled Board meeting after receiving the notice. If the Board accepts the owner’s justification or plan to remedy the violation it may choose not to charge a fine. If the owner does not appear or the owner’s justification is rejected by the Board, a fine will be imposed.

The standard fine will be \$10 per day for continuing violations, starting with the date of the board meeting specified above. Larger fines may be imposed by the Board for violations that are deemed egregious, dangerous or presenting a direct threat to the community.

V. CONSTRUCTION, LANDSCAPING AND ARCHITECTURAL CHANGE FORM

In order to maintain the natural beauty of the desert and to preserve property values in the HdC neighborhood, all homes must be kept in an attractive and safe condition. Furthermore, all visible exterior changes to your home, including paint colors, walls and fences, planting and landscaping, must get prior HOA Board approval through the use of HdC Architectural Change Form before any work is begun or changes made. Please allow sixty (60) days to review the application and include color samples and drawings/photos/setbacks/plans, which will help speed up approvals.

The Board will then use this information to review all exterior changes and construction projects to ensure that structural style and landscaping are in harmony with the setting – in design, scale, materials, and color. The Board is given the responsibility in the CC&R's to ensure that any construction project meets these and the other aesthetic and legal conditions described in the document, as well as established Board policy.

CC&R 20-K (pages 15 & 16), requires prior written approval of the Association Board of Directors for:

- Buildings and new construction (including exterior remodeling).
- Roofs
- Fences and walls
- Swimming pools and spas
- All landscaping visible from another lot and/or from the street
- Any other structures and/or additions

HdC HOA Architectural Change Form steps:

1. The owner must submit a "Request for Approval Package" at least 60 days prior to commencement of any work that requires approval. The package should include
 - a. Completed Request for Approval Form
 - b. Signed statements of concurrence from owners of adjacent lots as well as from owners whose views could be impaired.
 - c. A full set of site plans drawn in sufficient detail to define the proposed project, including positioning of the project on the lot in reference to property lines and defined setback lines required by the CC&Rs. Site plan requirements are fully defined in the Architectural Change Procedure guiding document.

- d. Any member proposing construction or landscaping should consult the CC&Rs Section 20 k. (page 15) and 20 m. (page 16) for setbacks, requirements and restrictions.
2. The Board will review the request at the next regularly scheduled Board meeting after receiving all required submissions.
3. The Board will notify the owner in writing whether the request is approved or denied. The Board may deny any request for approval if the plans are incomplete or not in sufficient detail. The Board will deny plans that do not comply with provisions of the CCR's or the specified Architectural Change Procedure. The Board is not authorized to grant exceptions or waivers to the CC&R requirements and restrictions.
4. If the plan is denied the owner may resubmit the denied request with additional information as requested by the Board in the denial. The owners' may also offer their reasons to request a review of the decision.
5. After approval by the Board the Owner may need to submit plans to Pima County for approval. It is the owner's responsibility to determine whether County approvals are required and to obtain any such approvals and permits before commencing construction.
6. No changes or deviations from approved plans can be made without written Board approval.
7. Construction must begin within 6 months of Board approval and be completed within 6 months after constructions begins. The Board may authorize extension of these time limits if the owner submits a written request showing good cause.
8. The Board may review the completed project at its discretion to ensure the final project is in compliance with the approved plans.

The complete Architectural Change Approval Procedure and the forms for submitting the request can be downloaded from the HOA Website at www.haciendasdelcondehoa.com or can be obtained by contacting the Secretary of the HOA Board.

VI. TRASH AND RECYCLING PICKUP

The HOA contracts with a private firm for garbage and recycling collection as part of your HOA dues (see website for collection times and recycle information).

The private contractor provides each HOA member with one garbage and one recycling container. Additional containers may be obtained from the contractor for a small additional charge, which is the responsibility of the homeowner.

Each member is responsible for placing the containers at the street in front of their lot on designated days and for bringing them back after they have been emptied. As noted in the CC&Rs, containers must be stored out of view from the street.

Containers can be placed at the curb the night before pickup – no sooner – and returned to their storage area on the same day as pick up.

Recycling Information:

- The most important rule is: **REDUCE and REUSE and only then RECYCLE**
- Just because something can potentially be recycled does not mean it will be recycled. This especially applies to any kind of plastic bag, anything containing food or liquid, or any dirty and/or hazardous materials.
- If any single plastic bag is noticed by the driver, the entire neighborhood's recycling load goes into the dump, no to the recycling plant.
- Please only recycle clean bottles, cans, paper and cardboard.

VII. NEIGHBORHOOD SECURITY

The security of HdC Association, with regard to protection against break-ins or other criminal acts, is primarily dependent upon the home security practices of the neighborhood and the vigilance and awareness of its members.

HdC is part of the Neighborhood Watch Program, and each resident should know the name and contact details of their Block Leader. All members are encouraged to attend the periodic Neighborhood Watch meetings – the only way we can sustain official recognition of the program is by showing significant participation by members in these meetings.

Association members are urged to keep a watchful eye for any suspicious activity in the neighborhood and to make a report by calling 911 in an emergency or 520-351-4900, for non-emergencies. Please also report all incidents to your Block Leader and/or a member of the Board.

Fire response protection is provided on a subscription basis by Rural Metro Fire, telephone 520-297-3600 or ruralmetrofire.com, who will also remove snakes on your property once you are a subscriber.

VIII. PETS

According to the HOA CC&R's (page 3), only household pets (dogs, cats, and caged birds or fish) are allowed. No more than two dogs or two cats are permitted per household.

When outside, dogs must be in an enclosed area or accompanied on a leash.

Pets must not disturb the peace and quiet of other homeowners.

Please be a good neighbor and clean up after your pet.

The Association suggests that, with the exception of dog bites (which MUST be reported immediately) or animal abuse, pet-related violations be resolved between neighbors if possible. The Pima County Animal Control (520-724-5900) or the Humane Society (520-881-0321) can also be contacted.

VIII. RECREATION AREAS

The Association maintains a recreation clubhouse, a fenced dog run, a fenced playground for young children, a swimming pool, and a tennis court at 5910 N. Pontatoc for the use and enjoyment of HOA members.

Swimming Pool Rules

1. Hours of the pool are from 5 a.m. to 10 p.m.
2. No lifeguard is on duty at the pool. All persons using the pool do so at their own risk.
3. Swimmers are urged to use the outside shower prior to entering the water.
4. All swimmers must leave the pool during lightning.
5. All children under the age of 15 must be accompanied by an adult at all times. Rough play and running within the pool area are forbidden. Pool play equipment is limited to small, soft vinyl or small, inflatable toys. Other objects are not allowed.
6. All swimmers must wear swim suits. Cut-offs or other apparel are not considered suitable.
7. Guests must be accompanied by an adult HOA member and must comply with posted regulations.
8. Glass beverage containers are not allowed in the pool complex.
9. Pets are not allowed in the clubhouse, cabana or pool area.
10. The Association is not responsible for loss, damage, or injury while members or their guests are using the pool facilities.
11. All members using the pool are responsible for maintaining the cleanliness of the pool area, the bathrooms and the good condition of the patio furniture.
12. Use of the pool for special purposes or occasions must be approved by the Board of Directors.

Clubhouse Rules

1. The use of the clubhouse facility is limited to personal events only. Under no circumstances does the HOA permit use for any form of commerce. Each Homeowner may use the facility at no charge up to four (4) times during a calendar year. If a homeowner requests additional use of the facility more than the four times, a charge of \$50.00 will be assessed per day for use.
2. The Homeowner/Resident is responsible for the conduct of all persons attending the function. The responsible party shall exercise appropriate and prudent safety measures to ensure the safety of all persons attending the function, including, but not limited to, the presence of adult supervision and the prevention of negligent, reckless or willful misconduct.
3. Teenage functions must be monitored by adult members. Monitoring requires continued presence of adults at the function.
4. Recreational facilities, (i.e. the pool, tennis courts, multi-use enclosure) will remain open during regular hours to other HdC HOA residents during clubhouse functions.
5. The facility must be left in good and clean condition. Clean-up shall be the responsibility of the Homeowner. Tables, chairs and any other items used from the storage area are to be returned and all trash is to be removed from premises and placed in garbage cans. Kitchen, appliances and flooring should be swept and/or mopped.
6. Any damage that occurs to the facility, equipment or surrounding area as a result of the function, shall be reported immediately and shall become the responsibility of the Homeowner/Resident. In the event damage does occur or if additional clean-up is required by an outside party, the Homeowner/Resident acknowledges responsibility for remitting additional monies to reimburse the HdC HOA for repairing or replacing the damaged property, covering clean-up expenses or replacement of storage room items.
7. In exchange for and in consideration of the right to use the property of the HdC HOA, the Homeowner/Resident agrees to indemnify and hold harmless HdC HOA, their respective employees, representatives, affiliates, subsidiaries, successors and assigns from any and all claims, damages, causes of action or liability whatsoever or in any way arising by virtue of the use of the facility by Homeowner/Resident or anyone attending the function.
8. Ordinarily, the clubhouse cannot be reserved for private use on a holiday, and in no event will the pool area be reserved for private use on a holiday, based on the premise that the recreational facilities should be available for use by all Association members in good standing on holidays.
9. Members of the Association are encouraged to use and enjoy the recreation area frequently. Always be conscious, however, of the HOA members who live

nearby. They are entitled to their privacy and should be accorded the courtesy of special efforts to curb noise or activity which would disturb them. Generally, functions will be limited to no more than 75 persons. Loud music and behavior that is offensive to nearby residents is forbidden, and evening functions must end by 10pm.

10. Members are not permitted to loan security cards for admission to the pool or tennis court to non-members. New members of the Association should receive a card to the recreation facilities from the previous owners of their property or from the Association's Board of Directors. There is a refundable \$5.00 fee for each card. Association homeowners who rent their homes for a period of time are responsible for their tenants' use of the facilities and for the security of the card to the recreation area. Tenants living within the subdivision who wish to obtain a key directly from the Association will be required to pay the deposit fee. Association members are asked to report lost or stolen keys for the recreation area to the Board of Directors for cancellation.
11. Repeated violations of rules for the use of the recreation facilities may lead to denial of the privileges of the offending member(s) by the Board of Directors.

Tennis Court Rules

1. The tennis court is for the exclusive use of members of the HdC Association and their guests.
2. Tennis footwear MUST be worn.
3. If others are waiting to play, singles playing time is limited to 60 minutes; 90 minutes for doubles.
4. If a sign-up sheet is being utilized, players must sign in with their lot number when using the court; and may make reservations one day in advance by using the sign-up sheet.
5. If not occupied within ten minutes of reserved time, the use of the court is forfeited.

Dog Run Rules

1. The fenced dog run area is for exclusive use of HOA members and their guests.
2. The double gated entrance to the fenced area is located directly north of the tennis court, between the court and the pool. When entering and leaving the area please make sure the gate behind you is closed before opening the second gate.

3. Owners are required to supervise their pets at all times and prevent any aggression, digging or plant damage in the area.
4. When using the dog run area, owners are responsible for their own pets' behavior and actions and must allow for the safe use of the facility by other users and their pets.
5. The Association is not responsible for loss, damage, or injury while members or their guests are using the fenced dog run.
6. Pet owners are responsible for picking up and removing any excrement deposited by their pets; the HOA provides a dispenser near the gate with plastic bags for this purpose.

Playground Rules

1. The playground is for exclusive use of HOA members and their guests.
2. Adult supervision is required and use of playground is at own risk.
3. Play equipment is for children under the age of 10.
4. Glass & alcoholic beverages are not allowed in the area.
5. Pets are not allowed in the play area.
6. Running, shoving or pushing is not allowed.
7. Two hands must be used when on the swing and no standing on swings
8. Stop swing fully before getting off.
9. Slide feet first & no walking up slide.
10. No pushing or jumping off play equipment.