

Rules & Regulations of

Country Roads RV Village, Property Owners Association, Inc.



5707 E. 32nd Street, Suite 1127

Yuma, Arizona 85365

Version II

Amended 3/21/2023

(These Rules & Regulations supersede all former Rules & 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. EXCEPTIONS

The "AGE 55 SENIOR CITIZEN PARK EXCEPTION TO THE BAN ON DISCRIMINATION AGAINST FAMILIES" is defined as follows: A park will be exempt from the ban against discrimination against families if it meets all the following criteria.

- A. It is intended and operated for occupancy by at least one-person 55 years of age or older per space.
- B. The park provides significant facilities and services specifically designed to meet the physical or social needs of older persons.
- C. A minimum 80% of the spaces are occupied by at least one person who is 55 years of age, or older.

3. REVISED RULES & REGULATIONS

Some lot improvements that were completed before March 25th, 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, nor 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".

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 that is annoying, unpleasant or obnoxious.

4. TEMPORARY

Any improvement or structure placed or constructed on the property for a period not to exceed thirty (30) days, except as authorized by law.

5. MANAGEMENT

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

6. 50% RULE FOR LOT COVERAGE

No more than ½ (50%) of the total square feet of any lot may be covered by a permanent or temporary structure.

7. SOLICITATION

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

8. OCCUPANT

A registered renter, lessee, or owner physically on the their lot.

9. UNSIGHTLY

Visually unpleasant as determined by the Board of Directors.

10. CHILDREN

Any individual under eighteen (18) years of age.

11. RECREATIONAL VEHICLE

- a. Motor homes, fifth wheel, or travel trailers are defined as having waste holding tanks, freshwater tanks, and dual power (12dvc and 110acv)
- b. Park models are defined as having no tip outs. Maximum heights of fifteen (15) feet. 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 (15) feet. The maximum length and width will be determined by the size of the lot and the City, County, State and Country Roads setback requirements. No roof mounted air conditioners or evaporative coolers (these may be installed at the side or rear of 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.

12. FRENCH DRAINS

An excavated trench along the side or front of a lot.

13. COUNTRY ROADS

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

14. ASSOCIATION

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

15. DECLARATION

The Declaration of Covenants, Conditions, and Restrictions (CC&R's) for Country Roads RV Village, as amended and restated from time to time.

16. MAINTAIN/UPGRADE

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

17. REPLACE

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

SECTION II – RULES & REGULATIONS

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

1. Lots are to be used for RV's, park models, and manufactured homes, single and double wide. Permanent and semi-permanent structures may be erected on lots within the community only in accordance with the provisions contained in the recorded Declaration of Covenants, Conditions and Restrictions for the Community. 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

2. The Board of Directors, on behalf of the Homeowners Association, appoints the Architectural Review Committee (ARC).

Lot Improvement Plan (LIP)

3. Lot Improvement Plan (LIP) forms must be submitted to and approved by the ARC prior to the start of any construction. This committee will review, approve, or deny all plans for lot construction or alterations by current property owners, including landscaping and placing of vegetation and installation of any hard surfacing (concrete, pavers, etc.). Alterations include any modifications to the exterior of any structure such as painting, roofing, or window replacements.
- 3a. No exterior improvements to lots, including but not limited to painting, permanent plantings, concrete work, wall building, or shed installation shall be performed without prior approval of the ARC. However, it remains the responsibility of the lot owner to obtain all necessary permits and perform all work in accordance with City of Yuma Building Codes.

Variances

4. Variances from these Rules & Regulations that pertain to construction, or lot alterations by property owners to include anything not covered by current Rules & Regulations must be submitted to the ARC for review and recommendations to the Board of Directors for final approval or rejection.

Procedure

5. Lot Improvement Plans must be approved by at least two (2) members of the ARC. Signatures of paid employees are prohibited.
6. The ARC will establish appropriate inspection procedures in accordance with an approved Lot Improvement Plan (LIP). Approved LIP 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 ARC when improvements are completed.
7. 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 plan must be resubmitted.

B. RESPONSIBILITY

Debris Removal

8. Any Construction debris or materials of any kind resulting from improvements performed by any person or company for hire other than the owner shall be promptly removed from the lot and disposed of off-site, and not in the Country Roads disposal area.

Lot Owners

9. Lot owners may elect to have at their expense a dumpster and/or storage container no larger than 8'x10' confined to their lot and streetscape during a Lot Improvement. The lot improvement plan submitted to ARC must request the use of a dumpster and/or storage container.
- 9a. Owners of a lot who do small scale improvements strictly on their own and do not hire any of the work performed by others shall promptly remove the debris from the lot. Homeowners may dispose of their debris in the Country Roads disposal area (not to exceed 9 cubic feet, approximately a 55-gallon trash can).

Homeowners Association

10. 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.

- 10a. 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. 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

3. The homeowner will not engage in, nor allow any construction work to be performed on their lot between the hours of 6pm and 7am, and no contractor shall work at all on Sundays or legal holidays. Summer hours may be set at managements discretion. Homeowners may work Sundays and legal holidays on their own property, provided they have an approved Lot Improvement Plan if required, and provided the work performed does not create a nuisance or interfere with neighboring homeowners quiet enjoyment of living in their own home.

C. SETBACKS & EASEMENTS

Setbacks

12. City, County of Yuma, and Country Roads require front and rear setbacks of ten (10) feet and side setbacks of seven (7) feet. Plus, nine (9) feet by twenty (20) feet designated parking space. Corner lots require a side street setback of ten (10) feet. All setbacks are from property lines. Most property lines begin approximately four (4) feet from the curb on 40-foot-wide roadways, and five feet 6 inches (5'6") from the curb on 50-foot-wide roadways. It is the lot owners 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 alcoves, bay windows, trim, etc. These measurements apply in the placing of an RV on the lot, except the rear setback can be reduced for forty-five (45) foot long RV's. All measurements taken with slide outs extended.

Streetscape

13. The area between the roadway curb and property line is common area belonging to the Homeowners Association and not the lot owner. The homeowner can utilize this area directly in front of their lot subject to the following conditions and limitations. No fencing, walls, planters, or permanent structures may be placed in the area between the property line and the street. With the exception of nine (9) foot wide designated parking area and four (4) foot 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; however, no trees may be planted by the homeowner in this area. It is the owners responsibility to maintain any owner improvements to this area and improvements are subject to easement removal at the owners expense, if necessary.

EASEMENTS

Utility

14. There is a blanket utility easement which permits utility companies and park maintenance to enter any lot for the purpose of repairing or servicing their equipment. Lot development planning must include attention to the utility repair needs; therefore, walls, concrete, slabs, planters, etc., must be placed at least three (3) feet inside the rear property line.

15. Corner lots may provide paved parking parallel to the rear property line and extending no more than twenty-five (25) feet from the curb of the side street. If access to the utilities is required, then removal of the concrete will be at the owners expenses.
16. Each lot has a three (3) foot utility easement across the rear of the lot as required by the City and County.

Concrete Layout

17. No concrete work shall be placed with in the three (3) feet of the rear property line except for corner lots; concrete flat work edges shall be deepened on a forty-five (45) degree angle, a minimum of four (4) inches below the bottom of the form.

Drainage

18. No lot may be covered with more than 70% concrete.
- 18a. Lots must be graded to drain only to the front and back of the lot, not to drain off the sides into adjacent lots. Drainage may be achieved by grading, pavers, gravel, wall, or French Drain construction. If any waterway is blocked in any way, it will be corrected at the expense of the lot owner who caused he blockage.

Zoning

19. Country roads is zoned RV Subdivision for park models, manufactured homes and RV's. Manufactured homes must meet the City of Yuma Building Codes and setbacks & Country Roads Rules & Regulations.

RESTRICTIONS

Height of RV's, Park Models and Manufactured Homes

20. RV's, park models and manufactured homes must be installed so as to have a total height of not more than fifteen (15) feet from the ground level.

Hot Tubs

21. Hot tubs on individual lots are prohibited.

Flag Poles (requires Lot Improvement Plan)

22. Flag poles shall not:
 - a. Exceed fifteen (15) feet in height.
 - b. Be placed within owner deeded property unencumbered by easements.
 - c. Allow attachment(s) to fly within setback or the streetscape.

Signs

23.
 1. 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.
 2. Flags
 - a. Must be professionally made.
 - b. Not exceed 3 feet by 5 feet in size.
 - c. Flags of national identity are acceptable and encouraged if they are displayed in accordance with lawful standards. (AZ 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.

3. Flag poles shall
 - a. Not exceed 15 feet in height.
 - b. Be placed within owner deeded property unencumbered by easements.
 - c. Not allow attachment(s) to fly within setbacks or the streetscape.
4. Banners
 - a. No larger than 1 by 6 feet.
 - b. Appear to be professionally constructed.
 - c. Shall be temporary (14 days).
5. No more than 2 visible signs (or 1 two sided) per residence of any nature shall be permitted.
6. Signs
 - a. not larger than 18 by 24 inches.
 - b. Be constructed on a suitable medium and appear to be professionally made.
 - c. Located within personal property (not within easements or streetscape),
 - d. No more than 4 feet above the adjacent street surface.
 - e. In keeping with Arizona State and Federal statutes, signs of a political nature may be only displayed 71 days before and 15 days after an election. (7/21/21)
7. All signs, banners and flags conforming to the above requirements will be deemed as approved by the Board/Administration and are subject to review and revocation of permit.
8. Residents objecting to a sign, flag, or banner shall submit a written complaint to administration outlining the alleged offense detailing the reasons for the request to review/revoke approval.
9. Administration shall, within 3 working days, render a decision as to whether or not the offending sign, banner or flag may remain. The decision of Administration shall prevail until it is reviewed by the Board. (7/14/20)

D. LOTS, LANDSCAPING DESIGN AND CONSTRUCTION

LANDSCAPE DESIGN

Plants

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

Lawns

25. Absolutely no lawns of any kind are allowed on any lot. Astroturf may be approved but requires a lot improvement plan.

Trees and Shrubs

26. 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 plantings must be approved by a Lot Improvement Plan submitted to the ARC.
27. 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 so as 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 of any year, the park manager will complete the needed trimming, and shall bill the lot owner for this cost. For palm trees 10 feet or less, an owner may opt to do self-trimming, which shall be completed by November 1 of each year. After which the park management shall complete the trimming. The cost shall be an individual assessment.

28. To remove any palm tree(s) from a private lot, the lot owner must submit a Lot Improvement Plan to the ARC stating the reason for re-moving the tree(s). The ARC will determine whether the tree(s) is (a) presenting a safety hazard, (b) preventing development on the property, (c) is too diseased to remain a viable addition to the Park, or (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. When a palm tree is removed by a homeowner a replacement palm tree shall be planted by the homeowner.

Irrigation

29. Country Roads strongly encourages the minimization of the use of water for plant maintenance. If the 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 to maintain.

LOT DESIGN

Parking Spaces

30. Each lot must provide adequate off-street parking space for all personal vehicles. At least one parking space must be a minimum of 9' x 20'. New construction requires 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 Lot Improvement Plans. The parking spaces are in addition to the parking area required for RV or main living unit on the lot.

Utility Service

31. The Lot owner is responsible for maintenance and repair of all above ground utilities on their property. New utility service lines must be contained in conduit.

Walls

32. The walls must not exceed thirty-six (36) inches in height at the highest point. Corner lots must meet City of Yuma requirements of no higher than thirty (30) inches 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. Easement forms are available in the office. Walls must be off white, light grey, tan or green colors. Wall footings must be excavated a minimum of nine (9) inches below natural grade. No Mexican brick may be used for any purpose. Materials to be used must be approved by ARC.

Fences and Gates

33. Fences and gates must not exceed thirty-six (36) inches at the highest point. Wrought iron or metal materials that have the appearance of wrought iron are the only materials currently allowed. Any other material requests must be reviewed by ARC.

Privacy Screens

34. A decorative privacy screen must be constructed of Trex type material, laser cut decorative metal or lattice style material. A screen on the side of the property may not enter the rear three (3) feet of the property or extend closer than twenty (20) feet from the front property line. The screen may not exceed seven (7) feet measured from the property owners side and must be sufficiently anchored. Frame and lattice must be of a color to compliment 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.

SHADE STRUCTURES

35. Shade structures consist of a Car Shade Canopy, Patio Canopy, Gazebo and Awning. All structures require an approved LIP through the ARC, City of Yuma building permits (exception is a Gazebo) and be anchored in the concrete as identified in engineering drawings. No shade structure may exceed fifty (50%) percent of lot coverage. Height may not exceed ten (10) foot on any structure. Material for structures shall consist of fire resistant fabric, or metal. All property line setbacks for Country Roads still apply.

Awning

- 35a. Can be free standing, past or attached to home or solid structures. Requires engineering drawings. May not extend passed the front of the home. An uncovered decorative extension may extend one foot into setback area and consist of non-combustible material and spaced no more than two (2) feet on center. City of Yuma building permits may be required.

Car Shade Canopy

- 35b. Can be free standing or attached to home. May not extend past the front of the home. Requires engineered drawings. City of Yuma building permits may be required.

Gazebo

- 35c. One gazebo per lot, maximum of two hundred (200) square feet. Requires twenty (20) foot setback from the property line (corner lot has ten (10) foot setback).

Patio Canopy

- 35d. Can be free standing or attached to home. May not extend past front of home. Maximum of two hundred (200) square feet. An uncovered decorative extension may extend one foot into setback area and consist of non-combustible material and spaced no more than two (2) feet on centers. Requires engineered drawings. City of Yuma building permits may be required.

Steps/Stairs

36. 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 7 $\frac{3}{4}$ " with no more than 3/8" variation between risers. b. tread depth shall have a minimum depth of 10" with no more than 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 34" and 38" high.
- 36a. Steps and landings may encroach on the ten (10) foot front and rear setback a maximum of six (6) feet, provided that the landing shall not exceed four (4) feet by eight (8) feet in size. A permit may be required from the City of Yuma, except for temporary or moveable steps.

Antennas

37. Small antennas, satellite dishes, and other devices covered by 47C.F.R.1.400 (Over the Air Reception Device Rule). 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, antennas may not be situated closer than fourteen (14) feet from the front property lines unless doing so is necessary to receive an acceptable signal quality. To protect against personal injury and property damage, (a) antenna may not be placed in a location where it may come in contact with power lines, (b) all antennas must be properly grounded and secured, and (c) antennas may not block or obstruct any drivers 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 complete notification form must be submitted to the ARC.

E. TRAVEL TRAILERS

(This includes all APPROVED living units other than park models and manufactured homes, i.e., motor homes, fifth wheel trailers, "pull trailers" and " park model trailers").

Installation

38. MOTOR HOME, FIFTH WHEEL TRAILERS, PULL TRAILERS ARE NOT TO BE PERMENANTLY INSTALLED.

Skirting

39. Temporary approved snap on skirting (beige or neutral in color) will be allowed on motor homes, fifth wheel trailers, or pull trailers.

Evaporative Coolers

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

PARK MODELS & MANUFACTURED HOMES

Requirements

41. 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 must be at least twelve (12) inches above the drainage valley of the street. (b) They may not have roof mounted air conditioners or evaporative coolers. Evaporative coolers must be installed so as to be aesthetically acceptable and not visible from the street. (c) Pre-planning form and a Lot Improvement Plan form must be approved by the ARC before construction of the site begins. (d) park model tongue and hitch must be removed and stored out of sight.

Installation

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

Skirting

43. Park models, manufactured homes and additions must be skirted with thirty (30) days of installation and the skirting must compliment the materials of the unit.

ADDITIONS

Requirements

44. 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 & Regulations, an approved Lot Improvement Plan 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 compliment the unit. Truss/rafter roofs may go to the peak of the park model, not to exceed a height of fifteen (15) feet and may be one (1) foot wider than the structure. A continuous roof is defined as a roof on a single plane and made of the same material.

Roof tops

45. Roof top patios will not be allowed in Country roads.

Water Compartment

46. A water compartment is allowed for the purpose of housing a water heater, filters, 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

47. Raised decks/landings on the sides of a unit must be attached to the unit limited to a maximum of twelve (12) feet and minimum of eight (8) feet in width and must meet the seven (7) foot side yard setback requirement.
- 47a. Raised decks are allowed at the rear of the park model and manufactured homes. The rear deck may not be wider than the park model or manufactured home/Arizona room/sundeck combination.
- 47b. Front decks may extend up to six (6) feet into the ten (10) foot property setback including steps, deck may not be covered and cannot extend past the sides of the park model or manufactured home.

Window Awnings

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

Retractable Awnings

49. A retractable awning may be attached to a park model or manufactured home in accordance with the manufacturers' 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 in the three (3) foot 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 a part of the fifty (50) percent lot coverage rule. The ARC must approve a LIP.

Removal

50. All of the above additions/improvements must be removed at owners' expense prior to the removal of the unit. If owner fails to remove the improvements, the Association has the right to remove said improvements at the owners expense.

STORAGE SHEDS

51. Existing sheds may be maintained and upgraded in current location provided they have an approved LIP. One shed may be installed on any size lot. 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 (200) square feet of floor area measured at the outside of the finished walls. The height of the shed shall not exceed ten (10) feet measured from the finished peak of the roof to the floor of the shed. Sheds may contain only a gable style roof and overhangs (soffits) may not be more than six (6) inches measured horizontally from the finished side wall. Roof vents may not be more than twenty (20) inches 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 (3 1/2) inches. 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 (8) feet shall have an anchor every three (3) feet. The side walls shall be plumb and shall not exceed nine (9) feet in height when measured from the floor to the top of the upper plate. No single side of the shed shall exceed twenty-four (24) feet in length. Sheds may be sided with generally accepted siding material. Exterior paint color or finish must compliment that of the main structure of the lot. Shed installation must meet the three (3) foot setback form the rear property line, main dwelling, and side property line. Shed may be placed no closer than twenty (20) feet from the front property line, all measured from the side wall of the shed. NOTE: corner lots have a ten (10) foot setback on the side street of the lot. City of Yuma building permits may be required when installing electrical and/or plumbing fixture in/on the shed.

PART 2 – LOT OCCUPANCY AND USE

A. RV LIMITATIONS

Number of RV's

52. Only one 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 minimum of three (3) days for the purpose of loading and unloading by the lot occupant. No additional RV may be stored on any lot. No additional RV may be used as temporary or permanent living quarters at any time on any lot.

Exceptions

53. Any vehicle (other than an RV) that will fit in a nine (9) foot by twenty (20) foot parking space may be allowed on the lot, unless used for living purposes. Management has the right to approve or disapprove. The only exception is for a vehicle that: (a) is the sole means of transportation (as approved by the General Manager), (b) can be parked within a nine (9) foot by twenty (20) foot space, and (c) is not used for living nor connected to any utility service. (This is not intended to allow the parking of larger Class C or Class A motor homes on a lot).
Decorum
54. No unsightly RVs, Park Models, Manufactured Homes, or other structures will be allowed. RVs must be self-contained. No slide in campers may be dismantled from the pickup bed on a Lot. Storage of disabled vehicles on lots is prohibited. (Revised 03/16/07)
55. Parking on the street is not permitted, except in marked parking spaces in the common area for day visitors only. Parking is permitted for a maximum of three (3) days on the street to up

and download RVs by occupant only. Disassembling of vehicles is prohibited. Conserve water when washing vehicles and patios, etc. Do not wash dirt and debris out into the street. (Revised 03/16/07)

B. PETS

Registration

56. 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

57. 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 covered by the Restated Declaration 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 resident's 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 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. (CC&R, Article IV Section 1 paragraph O). (Revised 05/10/05, 01/18/10)
- 57a. Allowed animals may only be feed and watered inside the dwelling.
- 57b. Residents, both owners and renters, 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. Exception would be the liquid food intended for hummingbird feeders.
- Containment
58. All pets must be kept on a leash or otherwise confined when not within the RV or Park Model, Park Model Alternative or Double Wide where the owner resides. The owner or an authorized adult, when not on the owner's lot, must accompany all pets with a leash no longer than 6 feet or have the pet contained in 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 of the manner of restraint or confinement, to travel off the lot without the accompaniment by their owner or an authorized adult.

Liability

59. The owner or person having a pet in Country Roads shall take all responsibility and liability from any incident caused by their pet. If Management gets involved for any reason, the pet owner or person who brings the pet into Country Roads shall pay all costs, including legal fees and court costs, plus any interest, etc. This expense, if not paid to the Association, will be placed upon the lot owner with a lien. (Revised 03/16/07)

Violations

60. Any violation of the above Pet Rules and Regulations constitutes a breach of the Country Roads RV Village Rules and Regulations. Such violations shall be subject to a fine 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. (Revised 01/08/19)
61. 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. (Revised 01/08/19)

C. LAUNDRY

Outdoor Drying

62. 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

63. 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.

Vehicles

64. Trailers, (boat, motorcycles, car, dune buggy, cargo, utility, etc.) may not be stored on any lot. Car tow-dollies shall be stored under the rear of the RV or removed to a storage lot. Country Roads has no area designated for storage. No storage will be allowed in the maintenance area.

E. NUISANCE

Nuisance and Sanitation

65. No nuisance shall be allowed within Country Roads nor any use or practice which is a source of unreasonable annoyance to other residents, or which interferes with the peaceful possession and proper use of the property by other residents. Each lot shall be kept in a clean and sanitary condition and weeds, rubbish, or garbage shall not be allowed to exist, as per CC&R, Article IV Section I paragraph P, entitled "Nuisances". The Board of Directors shall be the final judge of any nuisance causing undue annoyance to other residents. (Revised 05/10/05)

Weeds

66. The Association shall have the right to control weeds, grass, trees, and shrubs on individual lots if not taken care of by the owner. The cost of such action shall be levied against the subject lot by special assessment. (Revised 12/14/98)

Enterprise

67. There shall be no commercial enterprise conducted within Country Roads without written permission from the Board of Directors.
- 67a. No resident of Country Roads RV Village POA Inc. shall be employed or contracted for professional services by Country Roads POA. No resident shall be compensated in any way for services performed. Any out-of-pocket expense will be reimbursed with prior approval and at the discretion of the Board of Directors or manager. There shall be no restrictions on clubs or

residents contracting with Country Roads residents or paying a resident for services rendered.
(November 12, 2014)

F. LANDSCAPE MAINTENANCE

Responsibility

68. The Board of Directors may, from time to time, enter into agreement and contracts to provide maintenance of all or portions of the landscaping on the individual lots within Country Roads. Costs incurred for clean-up of individual lots will be billed to the owner.

Purpose

69. The maintenance of the above lots shall be for the purpose of controlling insects' infestation and/or for the purpose of maintaining the original tree plantings for the aesthetic value of Country Roads. Costs for such maintenance shall be included in the operating expenses of the Association and levied as part of the regular assessment of the Association.

G. RENTALS

Liability

70. When the owner rents his property to another, he is responsible for informing the renter of all Rules and Regulations of Country Roads. Should such Rules and Regulations be violated, the General Manager shall require the owner to remedy the violation. Failure to do so shall cause the Manager to remedy this violation, and if costs are incurred, the owner of said lot should be liable for all costs incurred.

Forfeiture of Rights

71. Any owner who rents, leases, or causes their lot to be occupied, rented or leased to another, shall forfeit the right to use the common area within Country Roads, including recreation facilities, and their owners rights at events during the period of time the lot is occupied, rented or leased. Such rights are not forfeited as to other lots owned by the owner, but not occupied, rented or leased by persons other than the owner.

PART 3 - GENERAL ITEMS - (CC&R, Article IV Section 1 paragraph R, U and V: and Section 2)

A. LOT SALES

Owners Registration

72. Property owners who purchase their lot from a prior owner (resale) 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 to ad-ministrative costs associated with transfer of ownership. The selling owner is required to notify the Association Office of any change in lot ownership, to surrender all Country Roads badges issued to that lot and to remove the Country Roads windshield stickers from their vehicles (if they no longer own a lot in Country Roads). (Revised 11/24/2020)

Lot Sales Disclosure

73. Country Roads shall attempt to make periodic inspections of lots to record all apparent alterations, improvements, and violations of the CC & R's and these Rules & Regulations and shall maintain permanent 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 CC & R's or the R & R's will be made available to the purchaser or the purchasers authorized agent, upon request. Failure to inspect is not a determination that there are no alterations, improvements, or violations of the CC & R's or R & R's. Failure of a lot owner to fully cooperate in an inspection shall be noted in the permanent record. The lot owner will be given the written findings of an inspection, upon request. If there are no apparent violations noted, a lot owner will be advised of that fact, upon request.

Advertising

74. A bulletin board for posting "FOR SALE" or "FOR RENT" notices is provided for property owners on the North wall near the Lapidary/Silversmith room. This board is operated and maintained by the owners and not by the Association. 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. (Revised 05/10/05)

B. CAR PASSES

75. Car passes will be issued to Country Roads property owners only after, (a) escrow closing, (b) the property owner provides the Association with proof of age that is acceptable under the 55 plus rules, and (c) registration is complete. (Revised 11/24/2020)
76. 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. (Revised 03/16/07)

C. RESIDENTS, GUESTS, AND VISITORS

77-1. Registered Residents

- A. A registered resident is defined as a person who either owns a lot within the park or a tenant who has entered into a rental agreement with an owner.
- B. The lot owner shall be responsible for ensuring the tenant has a working understanding of the Country Roads Rules and Regulations and shall be responsible for all actions of his tenant(s) while they reside at Country Roads.
- C. Once the lot owner rents their lot, the 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 Forfeiture of Rights, number 68.

77-2. Guest

- A. A guest is defined as a person who is a friend of the family or kin of the registered residents and who is staying with the registered resident for less than 30 days.
- B. A guest shall be issued a green guest badge. Such badge information shall include the date of last day of their stay (Maximum of 30 days), the guest's name, the registered 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 the above badge whenever they are off the resident's lot and on common property.
- E. The guest shall have use of the common areas with the same restrictions as any resident. As long as they are older than 18 years of age they can frequent the common areas with or without the company of the registered resident.
- F. The resident shall be responsible ensuring the guest(s) has a working understanding of

the Country Roads Rules and Regulations and shall be responsible for all actions of his 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 privilege revoked and be restricted to the registered resident's lot or be expelled from the park. The Board of Directors shall have the final decision in this matter.

77-3. Visitor

- A. A visitor is defined as a person who is friend or kin of the registered resident, but who is staying outside the park.
- B. Visitor may visit a registered owner and remain on their lot without a visitor's badge.
- C. Should a registered resident like to take their visitor off their lot to use the resort's facilities, the registered resident shall apply at the Association Office, in advance for a visitor badge.
- D. A visitor shall be issued an orange day badge. The day badge information shall include the day's date, the name of the visitor the name of the registered resident and lot number and a note that the registered resident inviting the visitor must accompany them at all times when the visitor is on common property within the park.
- E. The visitor shall be accompanied at all times by the registered resident regardless whether the visitor is on or off the registered resident's lot.
- F. The visitor shall be required to wear the above badge whenever they are off the resident's lot and on common property.
- G. The resident shall be responsible ensuring the visitor(s) has a working understanding of the Country Roads Rules and Regulations and shall be responsible for all actions of his visitor(s) while they reside at Country Roads.
- H. A registered resident and 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 registered resident from obtaining any further visitor's badges.
- I. The Board of Directors shall have the final decision on this matter.

77-4. Children

- A. Common areas and facilities (as defined by the CC&R,) used by children visitors, individuals under eighteen (18) years of age, is limited to designated holiday times and requires adult supervision. Regular holiday visitation times are: (1) Thanksgiving week, Sunday before to Sunday after (October- Canadian, November- United States), (2) Christmas, Sunday before until January 2nd or first Sunday in January. (3) Easter vacation, last two weeks in March starting in 2019, and (4) Summer vacation June, July and August. The south pool is the designated pool for children. This does not preclude residents having children visit on their property. (Revised 01/2018)
- B. Only licensed operators will be allowed to drive vehicles within the Resort. (Revised 04/07/98)

D. DECORUM

- 78. The period between the hours of 10:00 p.m. to 7:00 a.m. shall be considered quiet time and all residents shall maintain a low noise level.
- 79. Smoking is not allowed in the satellite areas, Maintenance shop, recycling areas and all areas in the main complex, other than those areas designated as smoking areas by the general manager. These designated areas shall be at least fifteen (15) feet from any doorway and shall not be in the pool area. (Revised 03/16/07)
- 80. No owner or renter shall turn on or off, or make any adjustments to the Country Roads

irrigation, electrical, or electronic systems, including thermostats or pool equipment. Only paid employees, a person with written permission or a person so designated, by management, will be allowed to do so.

81. An identification badge must be worn at all times where the public can see it while present at any recreation facility or common area.
82. 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 cars must obey rules of the road. Bicycles and carts used after dark must have appropriate 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.
83. Outside Contractors may not use the water within County Roads to wash Park Models Motor Homes or Automobiles. The Contractor must bring in water needed to perform these services.

E. MISCELLANEOUS

84. 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.
85. Regular assessments are due the 1st day of the fiscal year. The board may accept 1/12th of annual assessment to be paid on the first of each calendar month with late fees as applicable. (Revised 11/24/2020)

SECTION III - ENFORCEMENT

PART 1 - ENFORCEMENT OF THESE PROVISIONS

A. AUTHORITY

86. The Association shall have the right, after thirty (30) days notice to an owner, to repair or Remedy any condition, which the Association, acting through the Board of Directors, determines, in its discretion, is in violation of any provisions of these rules. When the Association deems a condition immediately dangerous to persons or property, no prior notice shall be required before the Association can act to correct the dangerous condition.

B. LIABILITY

87. All costs and expenses incurred by the Association shall be borne by the owner and shall be paid to the Association on demand. Any sum not paid by an owner shall be treated as an assessment and may be collected in a like manner as an assessment levied pursuant to CC&R, Article VII entitled "Covenants and Assessment.

C. FAILURE TO ACT

88. Failure by the owner to correct violations, within thirty (30) days following notice from the Association, will make the owner subject to penalties, including fines, set forth in Association rules.

D. FINES

89. The Association may assess a fine, or fines, as approved by the Board of Directors, of up to \$1000.00 per violation. Fines are listed in the fine schedules below.

E. LIENS

90. Lots with a rule violation may have liens placed upon the property. Violations must be corrected before liens will be removed. If the violation persists, fines, interest, legal action and foreclosure may be initiated.

PART 2 - FINES SCHEDULE

The Association enforces the standards as outlined in the Governing Documents (“Documents”) for the benefit of all owners in Country Roads, Compliance with the Governing Documents help protect the aesthetics and property values of the Association and the owners. The Association is not a police organization. Its role is to administer and enforce the rules in a fair, reasonable, and non-discriminatory manner, following the procedures in its Governing Documents and under Arizona law. “Governing Documents” mean and include the Articles of Incorporation, Bylaws, CC&Rs, Rules & Regulations, formal actions of the board of directors (whether by resolution, policy determination, standard operating procedures or otherwise) and formal actions of the committees of the board of director

1. **Applicability.** This Violation Enforcement Rule applies to all violation of the Governing Documents.
2. **Identification and Reporting of Violations.**
 - a. Violations can and should be reported to the owner’s office. The manager and/or designated staff members may drive the park periodically to note any violations of the Governing Documents.
 - b. If management determines that a violation of the Documents exists, the Manager may send a “Courtesy Notice” as outlined below and has the right to take further enforcement action, as provided in the Governing Documents, this Policy and/ or Arizona law.
3. **Courtesy Notice.**

The first notification to an Owner of a violation may be a “Courtesy Notice” identifying the violation and the date the violation was observed or reported. This letter should state a compliance completion date, which in most cases will be ten business (10) days from the date of the letter. In addition, the Courtesy Notice may be sent via an electronic format upon the Owner’s request or as another means of communication by management. The courtesy notice and all subsequent notices will also be sent by regular mail or hand deliver to the most current address provided by the owner.
4. **Notice of Non-Compliance.**

If compliance is not obtained on or before the completion deadline date in the “Courtesy Notice”, a “Notice of Non-Compliance” letter may be sent. The Notice of Non-Compliance shall include:

 - a. The provision(s) of the Governing Document that has been violated.
 - b. The date of the violation or the date the violation was observed and the name of the person who observed the violation.
 - c. The process the member must follow to contest the notice, i.e., request a hearing before the Board.
 - d. A statement that, in lieu of a Boards hearing, the owner may file a timely petition with the Arizona Department of Real Estate for an administrative hearing pursuant to A.R.S. sec. 32-2199.01 A statement that the owner is subject to a fine and other appropriate corrective action to cure the violation The notice of Non-compliance will also notify the Owners that failure to comply or failure to provide a reasonable corrective action plan within ten business (10) days or such shorter period as may be necessitated by the nature of the violation from the date of the letter may result in fines or other

corrective action.

5. Informal Meeting.

The Courtesy Notice or the Notice of Non-Compliance may direct the owner to contact the Community Manager if unable to correct the violation within the given timeline to review the violation and agree on an acceptable corrective action plan that will lead to curing the violation. The informal Meeting may be by telephone or in person. The objective of the informal Meeting is to cure the violation. The Manager may also attempt to initiate an informal Meeting with the Owner to create a corrective action plan. Requesting or holding of an informal meeting does not relieve the Owner of the duty to timely request a hearing. Any extension of time to hold the informal meeting or other time limitation provided in this Policy must be in writing and, if agreed to, signed by the Community Manager. A corrective action plan is not effective until reduced to writing and signed by the Community Manager. Subsequent Violation Notices. If the owner does not correct the violation within the given time line (or alternate time frame if approved in writing by the Manager) subsequent violation notices may be sent to the owner. Subsequent violation notices may inform the Owner of the amount of fines or other penalties or corrective orders to be placed against the Owner. The sending of subsequent notices does not relieve the owner of the duty to mail a timely request or a hearing or to correct the violation.

6. Hearing Request.

Any owner who receives a Notice of Non-Compliance has the right to request a Hearing before the Board. The request for the hearing must be in writing and submitted to the Community Manager within five (5) calendar days after the Notice of Non-Compliance. The Manager may extend this deadline when appropriate, but only in writing.

- a. If the owner does not contact the Manager to request a Hearing in the time frame outlined by the notice, the owner will have waived the right to a hearing. If the owner waives the right to a hearing, the Manager may impose fines and/or other corrective action.
- b. The Manager will work with the owner, within reason, to schedule a Hearing date and time that is convenient to the owner and the Board. If the owner does not respond to the Manager's reasonable attempts to schedule a Hearing, the owner will have waived their right to be heard.
- c. After the Hearing has been scheduled, the Manager will provide the owner a written notice of the hearing date, time and place.
- d. The hearing will be held in a closed/executive session unless the owner specifically requests, in writing, that the appeal be heard in an open forum.

7. Hearing.

- a. If, after a hearing is scheduled, the owner does not attend the hearing or provide notice and proof of their inability to attend the hearing, the Homeowner will have waived their right to be heard. In most cases, sufficient notice shall be forty-eight (48) hours.
- b. The person who observed the violation shall describe what was observed.
- c. The owner who is appealing will be given a full opportunity to state their case and present any documentation and/ or statement about the violation.
- d. Upon completion of the hearing, the Community Manager or the presiding Board member will state that the appeal has been heard and the matter will be discussed in closed session.
- e. After the Hearing, written notice of the Board's decision will be delivered to the owner within ten (10) business days, unless otherwise determined by the Board.
- f. All decisions of the Board are final and cannot be further appealed. All decisions of the Board under this Policy are public documents within Country Roads.
- g. The Board may delegate its hearing and decision function to three (3) of its members.

8. Fines.

The Association may impose fines against a Homeowner for any violation of the Community Documents.

- a. Before fines are imposed, an owner will be given notice and an opportunity to be heard as outlined above.
- b. The owner will be given written notice of the amount of any fine placed against them and of other required remedial actions.
- c. The amount of the fines shall be imposed pursuant to the following Schedule:

Fine Schedule

All fines will be paid to the Association office. Owners will receive a receipt and the money shall be put in the general fund for operating the Association. The levying and collection of fines does not relieve the Homeowner of the duty to correct the violation.

There shall be five (5) fine schedules as follows:

A. Schedule 1

\$10.00 minimum up to \$25.00 maximum fine per day until corrected for:

- 1a) Failure to obtain a permit from the County or Architectural Committee
- 2a) Failing to follow City of Yuma Codes or Country Roads Rules and Regulations.
- 3a) Violations of section 3.15 of the CC&R's

B. Schedule 2

\$15.00 minimum up to \$25.00 maximum fine per day until corrected for:

- 1b) Improper skirting or improper storage.
- 2b) Unightly material stored in sight of neighbors, including junk or unsightly vehicles, recreation units or unauthorized antennas.
- 3b) Improper plantings, grass, fruit trees, gardens, etc.

C. Schedule 3

\$25.00 minimum up to \$75.00 maximum flat fee per day or occurrence for the following violations:

- 1c) Speeding or reckless driving in Country Roads by any type vehicle, licensed or unlicensed.
- 2c) Loud or no mufflers, on any kind of vehicle.
- 3c) Drunk or disorderly conduct
- 4c) Foul or profane speech as to be offensive to the majority.
- 5c) Weeds, dung, or other unsightly material.
- 6c) Barking dogs that are bothersome to neighbors.
- 7c) Conduct which unreasonably disrupts the quiet enjoyment of the community or puts members in apprehension of harm; or, which interferes with, harasses, disrupts or otherwise Impedes Community's employees while are engaged in their assigned duties; or which interferes with, harasses, disrupts or otherwise impedes a volunteer member of our community while performing they official actions pursuant to board committee duties.
- 8c) Improper tree maintenance.
- 9c) Unauthorized interfering with common area controls of any kind.
- 10c) Failure to stop at stop sign.
- 11c) Failing to signal a turn.
- 12c) Encroachment on a common area for personal benefit.

D. Schedule 4

\$5.00 minimum up to \$50.00 flat fine per day and until corrected for the following violations:

- 1d) Improper care of dog or animal, or for not picking up dung from the street, Common areas or personal yard.
- 2d) Improper/unallowed parking of vehicles.
- 3d) Not wearing badges in common area.
- 4d) Smoking in non-approved areas.
- 5d) Failing to shower before using the pool.
- 6d) Having unregistered guests in the common areas.
- 7d) Feeding, watering or other action tending to support any feral or wild animal.

E. Schedule 5

\$200.00 flat fine and until corrected per day for the following violations:

- 1e) Improper parking or use of travel trailer, recreation vehicles, boat trailers, utility trailers or other type of vehicles.

Payment of the fine does not grant a variance for the violation. All violations must be corrected to come into compliance. The Board may waive all fines, or any portion thereof, upon correction of the violation as determined by the Community Manager.

a. Multiple Violations.

If multiple violations occur at the same time, all violations will be resolved in the same conference or at the same hearing. Each violation will be remedied separately but simultaneously.

b. Continuing Violations.

After a violation has occurred the Board may treat each subsequent day where the violation continues and is not remedied as a new violation for each day up through and including the date of the hearing.

c. Repeat Violations.

If the same violation occurs again and within thirty (30) days of a hearing, such violation, if upheld by the Board, may be fined double the appropriate fine in the schedule of fines set forth herein, irrespective of whether the initial violation was fully remedied.

9. Suspensions.

Pursuant to Article 2, Section 2.1.2 (Suspension of Rights) of the CC&Rs, the Board has the right to suspend the right to vote and the right to use the common areas for any infraction of the Governing Documents for which the owner received a fine or other corrective action and that fine remains unpaid and the violation unremedied.

10. Corrective Action.

Pursuant to Article 10, Section 10.1.2 (Self Help) of the CC&Rs, in the event any portion of any lot is maintained in a manner that presents a public or private nuisance, or an unreasonable condition (including but not limited to an emergency) that detracts from the appearance or quality of the surrounding Lots or other areas violation and the opportunity to cure the violation, the Board through its Community Manager or at her/his direction a member of the employed staff may enter the lot, cause corrective to be action and charge the Homeowner for the complete cost of the corrective action to be taken. Such charge shall be an Individual Assessment. The Board, after a hearing, may also order appropriate corrective action including all provisions of this Policy concerning any violation.

11. Tendering to Legal Counsel.

Unless otherwise determined by the Board, the Community Manager may turn any unresolved violation matter over to the Association's legal counsel for enforcement.

12. Waiver or Variation from Violation and Enforcement Policy.

Fully permitted by Arizona law and the Community Documents, the Association retains the right and authority to vary from this Enforcement Policy.

13. Variances.

The Board, in its sole discretion, may grant variances from restrictions in the Community Documents on a case by case basis as provided in Governing Documents and applicable by law.

14. Publicizing Unremedied Violations.

In addition to fines and corrective remedial orders, the Board may publicize within the Community the order and decision it has issued by posting the order on a Community bulletin board, in the CR Blast or in any monthly CR newsletter. (Revised 02/19/19)