

# *Green Valley Fairways Property Owners Association*

*Green Valley's Oldest and Largest Homeowners Association*



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## **Green Valley Fairways POA – Rules & Regulations** (Adopted November 14, 2016)

The Green Valley Fairways POA is dedicated to maintaining safe and harmonious neighborhoods while increasing the value of its members' properties. This is done by being good stewards, fiscally responsible, and maintaining appearances up to community standards, and by enforcing the CC&R's as set up by this association.

**Membership in the Association:** Every owner within the properties, by the acceptance of a deed for a lot, shall be a member of the Green Valley Fairways Property Owners Association (the "Association").

**1. Assessments:** When a Lot Owner accepts a deed to a lot, whether or not it shall be so expressed in such deed, he/she is deemed to covenant and agree to pay assessments levied by the Association for the purposes of which it is organized.

**A. Annual Assessments:** The amount of the Annual Assessment shall be established by the Board of Directors in accordance with a budget showing projected income and expenses for the coming year, and approved by a majority of the members of the Association present at any legally called meeting at which a quorum is present.

**B. Payment of Annual Assessments:** Each member will be billed for the Annual Assessment by mail by March 1 of each year. Payment of the Annual Assessment must be received by the Association by April 30 of each year, regardless of whether a bill or statement was received by the owner. Assessments not received by April 30 shall be deemed delinquent and a late fee will be imposed.

**C. Special Assessments:** The Board of Directors also may levy a Special Assessment against each lot with the approval of a majority of the members of the Association present at any legally called meeting at which a quorum is present.

**2. Age Restriction:** It is intended that the Properties shall be considered as housing for older persons as defined in the Fair Housing Amendments Act of 1988 and all subsequent applicable amendments to the Federal Fair Housing Act.

A. Each dwelling unit in the properties shall be occupied by at least one person 55 years of age or older.

B. No person who has not yet reached his/her 18<sup>th</sup> birthday shall reside permanently in any dwelling unit. A resident shall be considered “permanent” if he/she resides within the properties for more than 30 days in any 12-month period.

C. The Board of Directors has the exclusive right to determine who is a resident or occupant for the purposes of determining compliance with this section.

D. The Board of Directors shall establish procedures to insure compliance with the State and Federal Fair Housing Acts, and any other legislation or governing regulations pertaining to this section.

E. If the occupant of a lot is 55 years of age or older and dies leaving a spouse or other co-inhabitant residing on the lot who is less than 55 years of age, that person may remain as an occupant. However, if the percentage of lots occupied by person who are 55 years of age or older falls below 80%, the foregoing exemption becomes null and void and such underage persons must leave the lot **within a period of 6 months from written notice from the Association.**

F. The Board may require a compliance form, signed by a notary public by one of the owners of the lot, attesting that no person under the age of 18 years resides permanently in the dwelling unit.

**3. Architectural Review:** Any and all exterior changes attached to the outside of the unit or not, require approval from the Architectural Committee. This includes but is not limited to: building, rebuilding, remodeling, painting, repainting, or erecting any building, wall, fence, coping (the top bricks on a wall; the edges to walls); driveway or any other structure whatsoever. Awnings, sun shades and other projections from a building also must receive approval of the Architectural Committee.

A. Two complete sets of plans and specifications of any proposed exterior modification on a lot shall be submitted to the Architectural Committee.

B. The Architectural Committee shall either approve or disapprove said plans and specifications within 30 days from the receipt thereof. If the Committee shall fail, in writing, to approve or disapprove such plans and specifications within 30 days after the delivery thereof to the Association, these plans shall be deemed denied unless the applicant has agreed, in writing, to an extension of time. Architectural Committee approvals shall expire 12 months after the date of approval unless a time extension is made in writing by the Architectural Committee.

C. The Architectural Committee shall have the right to disapprove any plans or specifications submitted to it as aforesaid if such plans and specifications are not in accordance with all of the provisions of the CC&R's or if, in the opinion of the Architectural Committee, the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of the subject lot or with the adjacent buildings or structures, or if the plans and specifications are incomplete.

D. All Architectural Committee approvals remain valid for one year and shall expire if the approved project has not been initiated. When construction begins, it must be completed within 60 days. Extensions need to be approved by the Architectural Committee.

#### **4. Maintenance & Repairs**

**A.** A light for the purpose of general illumination, if installed in the front of a dwelling unit, must be kept on during all hours of darkness. All existing lights must be lit from dusk to dawn. Plant material should be pruned to not restrict the light onto the sidewalk. All exterior lighting must be in compliance with Pima County Outdoor Lighting Code. Light bulbs must be white in color with a “K” rating of less than 3500. All lights must be shielded and pointed in a down position. Solar powered lamp posts are allowed as long as the solar battery is a long life battery.

**B.** Lot owners shall be responsible for the proper maintenance and repair of their lots including the dwelling units and other structures constructed or erected on the lot. This includes removal of all weeds (including Desert Broom), and the trimming of all bushes and trees. Lots must be kept neat and tidy in appearance with no rotten wood, peeling paint, bare wood or debris, etc in the front, side or back yard.

**C.** All easements (including easements owned/operated by Pima County and/or any utility company) on or adjacent to a lot must be kept neat and clear of weeds, debris, trash or items to be disposed of as well as anything that may present a health or fire hazard. This includes the requirement to remove weeds from the edge of a lot to the middle of any adjoining utility easement (per County Ordinance).

**D.** All sidewalk and curb areas shall be maintained so as to provide ready access and safety to pedestrians. Trees shall be pruned so as to be no closer than one foot to sidewalk and curb edges and to provide head clearance on sidewalks and streets to a minimum of 6 feet 8 inches (6.8 feet). Shrubs shall be pruned to not extend past the edge of the sidewalk and curb edges.

**E.** No fence, wall, hedge, shrub or any other improvement shall be placed or permitted to remain on any corner lot if it obstructs vehicle sight lines.

**F.** If any owner fails to maintain or repair any portion of his/her lot, or any structures located thereon, including any wall, which he/she is obligated to maintain under the CC&R’s, the Association (by its agents or employees) shall have the right, but not the obligation, after 10 calendar days prior written notice, to enter upon such owner’s lot to perform the maintenance and repairs not performed by the owner. The Board of Directors shall have the right, in its sole discretion, to determine the need for such maintenance, repair, or upkeep. The cost of any such work performed by or at the request of the Association shall be paid by the owner of the lot.

#### **5. Use Restrictions**

**A. No Business Uses:** No gainful occupation, profession, trade or other non-residential use shall be conducted on the properties, except that an owner may carry on a “Home Occupation” as provided in Section 8.1 of the CC&R’s.

**B. Animals:** The keeping of ordinary domestic pets is allowed. All owners of domestic pets must keep their animals on a leash when off the owner’s property and clean up all droppings so as not to be offensive to other lot owners. No domestic pet shall be allowed to be a nuisance.

**C. Leasing Dwelling Units:** No room or rooms in any dwelling unit may be rented or leased to others by the lot owner. Renting or leasing of an entire lot is permitted as long as the tenant is in compliance with the Age Restriction Guidelines of the Fair Housing Act.

**D. Nuisance:** No lot or open car port shall be used in whole or in part for the storage of rubbish nor for the storage of any property or item that will cause the lot to appear in an untidy or unclean condition. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. Every effort shall be made to conceal trash containers from the street and neighboring properties.

**E. Signs:** No billboards or advertising signs of any kind shall be placed on a lot or building other than For Rent or For Sale. For Rent or For Sale signs shall not be larger than two feet by three feet and commercially prepared. Also allowed are security company signs, "No Solicitation" and "Clean up after your Pet." Political signs are allowed but cannot be displayed earlier than 71 days before and removed no later than 10 days after an election.

**F. Temporary Buildings:** No temporary building or tent shall be placed upon any part of a lot. No residence placed or erected on any lot shall be occupied in any manner at any time prior to its being completed in accordance with approved plans.

## **6. Vehicles & Parking**

**A.** No recreational vehicle, boats, trailers or similar vehicle may be parked or stored anywhere on the property, including within a car port except as provided below:

- ✓ Recreational vehicles belonging to a lot owner, tenant or guest may be parked only on the driveway or the street immediately in front of the owner's lot for a period not to exceed 72 hours (the 72 hours begins when the RV is first parked at the property). A period of 48 hours must elapse between incidents. The recreational vehicle must have orange cones around it or reflectors; no drop cords or hoses may be run across the sidewalk from any vehicle; and no person may sleep overnight in any parked vehicle.

**B.** Any additional operating and registered passenger vehicle may be parked without a time limit next to the driveway outside the car port or garage but **not** in the front or back yard.

**C.** Vans must be able to enter and fit completely within the cover car port or garage in order for it be considered a passenger vehicle. A variance to this restriction will be given by the Board to accommodate a disability or professional need.

**D.** No vehicle may be parked on the strip between the street and sidewalk (court strip), or that obstructs the sidewalk, the driveway or a fire hydrant. With the exception from 502 S Abrego Dr to 808 S. Abrego Dr, and for this exception may not over hang the sidewalk or the curb and may not violate any other vehicle and parking rules or regulations.

**E.** Commercial vehicles, including but not limited to pick-up type vehicles in excess of ¾ ton capacity with a length greater than 235 inches, may not be parked on any lot, driveway or street overnight.

**F.** Commercial vehicles are allowed to park during daylight hours only while directly providing services to the homeowner or to load/unload.

**G.** There shall be no **visible** vehicle repairs or storage or parking of inoperable or junk vehicles. Any vehicle that does not show current State registration will be considered inoperable.

**7. Yard Sales:** Lot owners are limited to one on-site sale (patio, garage, yard, moving, estate, etc.) per calendar quarter each year. A sale may not last longer than two consecutive days. Set-up and take down for an additional 12 hours before and after a sale is allowed. Items may not be store in the car port or yard between quarterly sales.