

EL MIRADOR NEIGHBORHOOD ASSOCIATION
RULES and REGULATIONS

Approved By Its Board of Directors, May 16, 2024

Effective on July 18, 2024

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**EL MIRADOR NEIGHBORHOOD ASSOCIATION
Rules and Regulations
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SECTION I GENERAL PROVISIONS

- A. Purpose:** The function of a Homeowners Association's Board of Directors is to conduct the business of the Association in the best interest of all its members. Thus, Boards are granted authority by their governing documents and State and Local laws to adopt, amend or repeal the rules of their Associations as deemed appropriate. The following provisions of the El Mirador Neighborhood Association (hereinafter EMNA) "Rules and Regulations" have been adopted by its Board to provide common-sense guidelines for courteous, considerate behavior and easy compliance of Homeowners, Guests and Tenant Residents.
- B. Authority:** The Declaration of Covenants, Conditions and Restrictions (hereinafter "CCR's") for EMNA (formerly El Mirador Townhouse Association), [Article IX and X, Section 7], and the Bylaws, [Article V, Section 1.(b)] authorize the Board to adopt rules governing El Mirador. The Dwelling Units, Footprint, and Common Area are collectively referred to as "El Mirador" or "the Properties."
- C. Applicability:** The Rules apply to: all Owners of Dwelling Units in El Mirador (Owners); all family members, guests or tenants of Owners who reside in Dwelling Units ("Resident"); and all non-resident guests, visitors, mortgagees, agents, contractors, workers and licensees present on the Properties ("Non-Residents"). It is the responsibility of all Owners to obtain a copy of these Rules, familiarize themselves with them, and keep abreast of any changes. Owners are also responsible for ensuring that their tenants and guests are aware of and comply with these Rules.
- D. Enforcement:** The Rules will be enforced the same way as the CCR's. Procedures for enforcement are provided in an attachment or addendum to these Rules as APPENDIX A.
- E. Definitions:** Terms used in the Bylaws and Rules shall have the same meaning as the definitions of those terms provided in [Article 1] of the CCR's, or as listed herein.

SECTION II ARCHITECTURE GUIDELINES

A. Changes to Architectural Elements Described Herein Require Board Approval (per CR's):

1. Procedures for Board review of changes include:

- a. Complete plans and specifications (including a construction schedule) must be submitted to the Board via elmiradorhoa.com, showing the nature, design including all specifications and location of any proposed **exterior** changes.
- b. The Board will approve or disapprove, in writing, all plans submitted to it. A majority vote of the Board is required to approve a proposed change. Construction may begin as soon as approval is granted and all required governmental permits are obtained.
- c. Once approved, the plan cannot be modified unless all changes are submitted to the Board for additional approval.
- d. The project may not present a safety risk to any person, nor compromise the structural integrity of adjoining structures.
- e. The project must be completed within six months of the start date provided by the Owner with request for approval. Posting a bond may be required for exceptions. The Board must approve start date changes.
- f. The Board may take action following notice to the Owner to inspect the change during and after construction.

2. Violation, Enforcement [CCR's Article II]:

- a. If an Owner fails to obtain Board approval for changes or fails to carry out the changes according to the approved plans, owner is violating these Rules and the CCR's. Violations may be handled as provided in [Section VII, Appendix A] – Enforcement & Fine Policy.

B. Dwelling Unit Design Standards:

Information referencing the **Board-designated paint company**, and **specific paint colors and sheens** as approved are listed on El Mirador's website (elmiradorhoa.com). This information will be updated as subsequent community upgrades or as changes are implemented.

1. Building Materials: The predominant building materials used in the construction of El Mirador are and must remain as originally used:

- a. Building walls: stucco on concrete masonry and stucco on wood frame/lath.
- b. The walkways from the street or driveway to entry to the Dwelling Unit: exposed aggregate. (The does not include a front porch or entry step in front of the entry door which be tile or other material).

2. Exterior Paint Colors: are approved by the Board of Directors. There can be no changes by Owners once the colors are posted.

- a. The colors and sheen are keyed to building elements to which they will be applied, for example: stucco walls; woodworks; metal work; etc.
- b. All paint must be purchased from the Board-designated paint company – posted on the website (elmiradorhoa.com) – in order to maintain consistent appearance should individual Unit repairs require painting between community-wide paint projects. A discount may be available from designated paint company by referencing the El Mirador Neighborhood Association.

3. Doors, Gates:

- a. Front Doors – must be stained a natural wood tone or painted the color of the specific Dwelling Unit or other pre-approved colors. **See the complete list of approved colors on elmiradorhoa.com.**

- b. Security Doors – must be metal, dark brown, black, or the color of the Dwelling Unit or other pre-approved colors.
- c. Gates and Fences – must be metal, not solid, and no higher than 7 feet. The color may be black, dark brown, turquoise (gates only), or the color of the Dwelling Unit or other pre-approved colors. Gates may be single or double.
- d. Garage Doors – must match the color of the Dwelling Unit, be solid, have no windows or ornamentation, and be consistent with the style of the Community or as determined by the Board.

4. Windows:

- a. Frame edges must be a light color, the original color, or the color of the house. Replacement must be consistent with the style and shape of existing windows.
- b. Awnings will not be approved.
- c. Rolling shutters, simple in style, and consistent with the architecture of the house may be approved on an individual basis.
- d. Glass blocks may be used for light and security only where they cannot be viewed from the EMNA streets.
- e. One-way glass windows may only be used where they cannot be viewed from other Dwelling Units or EMNA streets.

5. Roofs:

- a. Maintenance of roofs (including interior parapet wall and cap) is the responsibility of the Homeowner.
- b. Flat roofs must be painted white or the existing color.
- c. Roof tiles must match the existing style, type, and color.

6. Roof-Mounted Equipment and Water Run-Off Systems:

- a. Written plans and drawings must be submitted and approved by the Board prior to the commencement of any work.
- b. Removal of non-functional equipment is required.
- c. Items may include any of the following up to the maximum size protected by Federal law as applicable:
 - i. Skylights
 - ii. Solar Tubes
 - iii. Solar Panels
 - iv. TV Dish, TV and Radio Antennas
 - v. Evaporative coolers
 - vi. Air Conditioners and Furnaces
 - vii. Internet Receiver
- d. The preferred location of solar panels and satellite dish antennas, where practical, is behind parapet walls on the main level of the roof to minimize visibility from the street or neighboring Dwelling Units.
- e. Disallowed items include furniture and household articles.
- f. Rainwater Storage Systems that collect roof runoff are allowed, provided they conform to the following requirements:
 - i. Are intended for landscape irrigation purposes only
 - ii. Collect only roof runoff
 - iii. Have filters/screens to catch debris, dust, and silt, and prevent breeding of mosquitoes
 - iv. Meet all applicable government codes
 - v. Are regularly maintained to prevent them from becoming a hazard or liability to the Owner or to any adjacent Dwelling Units
 - vi. Are the property of, and maintained by the Owner
 - vii. Meet Board approval for color and placement

7. Mailboxes:

- a. Mailbox design, color and maintenance are the responsibility of the HOA. Any repair issues (lighting, etc.) should be reported via elmiradorhoa.com, Help Desk/Maintenance request.

8. Exterior Lighting: Must comply with Tucson/Pima County Outdoor Lighting Ordinances 2012-14.

- a. Accent Lighting may be used for landscape illumination and safety lighting of pathways and must be consistent with "Dark Sky" ordinances.
- b. Security and motion lights must be directed at Owner's property, and away from neighbor's homes.
- c. Newly installed accent lighting, including tree lighting, must be consistent with "Dark Sky" ordinances.

9. Exterior Holiday Lights and Decorations: The El Mirador community welcomes the display by Residents of holiday lights and decorations appropriate to holidays throughout the year. The display of these decorations and lights must be limited to the timeframes below and be removed when the holiday period is over:

Winter Holidays:	Up 30 days before and removed 15 days after
Fall Holidays:	Up 30 days before and removed 15 days after
Patriotic Holidays:	Up 7 days before and removed 2 days after

10. Signs: No signs may be placed on Dwelling Units, Common Areas or the streets, except for the following:

- a. For sale, lease, or rent signs displayed on a Dwelling Unit by its Owner or Owner's agent shall not exceed eighteen by twenty-four inches (18" x 24") and may include one (1) sign rider which shall not exceed six by twenty-four inches (6" x 24") [ARS 33-1808-F].
- b. A maximum of two (2) signs is allowed, one at either one of the entries from Camino Los Padres, and one at the property. THESE MUST BE REMOVED WITHIN 5 DAYS OF CLOSE OF ESCROW.
- c. Temporary "open house" signs for townhomes listed for sale or lease may be placed at appropriate locations in the area to direct interested parties to the property, but only while the Dwelling Unit is open for inspection.
- d. Illuminated signs are not allowed.
- e. Vehicles may have a professional-looking "For Sale" sign in the window.
- f. Security system signs having an area of not more than one (1) square foot may be placed on or within one foot of the Dwelling Unit wall.
- g. Political signs. [ARS 33-1261, ARS 33-1808], [Pima County Code 18.79.1109]
 - i. May not be placed in Common Areas, but are allowed either in a window or behind an entry gate.
 - ii. May not be in place earlier than seventy-one (71) days before a "Primary" or "General" Election, nor fifteen (15) days following either Election. Signs for Candidates no longer actively campaigning must be removed with fifteen (15) days following withdrawal or defeat.

11. Flags:

- a. No more than two (2) flag standards, with a maximum of two (2) flag holders each, may be mounted on the house or the mailbox. Neither flag standards nor flags may exceed the height of the house.

12. Yard Ornaments:

- a. Bird baths are not allowed due to issues with standing water.
- b. Outdoor furniture must be on the patio or behind the gate or privacy wall and must not be in Common Areas where it can be seen from the EMNA streets.
- c. Any wall ornamentation displayed must not exceed a total of 6 square feet on the outside

wall and not on a Common wall. Ornamentation must be removed at the Owner's expense prior to the Dwelling Unit being painted.

- d. Fountains must be confined to the patio or entry, and emptied of water whenever the circulating pump is not working.
- e. Pots that are beyond the entry to the Dwelling Unit must be filled with live vegetation and maintained by the Resident. Unplanted decor pots are allowed.
- f. Yard Art: Dwelling Units may have no more than one piece of yard art, or a small grouping of pieces designed to be displayed as a group, in Common Areas at the front and side of the Dwelling Unit. The Board must approve yard art.
- g. Yard art that will not be allowed/approved: plastic art; vulgar, graphically sexual, racially inappropriate, other items deemed by the Board, at its discretion, to be inappropriate.

The Board has ultimate determination whether such yard features conform to the intent of this provision.

13. Miscellaneous:

- a. No natural Grass may be planted anywhere on EMNA property.
- b. Artificial turf may be installed, but is limited to personal patios or entry areas within the dwelling Footprint confined by a gate/fence or wall.
- c. Clotheslines may not be visible from adjacent Dwelling Units or streets.
- d. No portion of the Common Area may be used for drying personal articles or wet Pool towels, or swim suits.

SECTION III - LANDSCAPE GUIDELINES

A. INTRODUCTION: The Landscape Guidelines of the El Mirador Neighborhood Association were developed by the EMNA Landscape Committee as directed by its Board of Directors. They incorporate input and advice from professional landscapers, arborists, and water conservation experts, and are designed to govern the maintenance, care, and growth (short and long-term planning) of the landscape within the legal boundaries of the Community. They are intended for guidance and reference by future Boards of Directors, Landscape Committees, professional landscape contractors, and individual homeowners and tenant residents.

B. GUIDING PRINCIPLES: To develop a reference document stressing:

1. Compliance with EMNA CCRs and consistent with ARC Guidelines
2. Observance of accepted water conservation standards
3. Adherence to native, near native, low water use/drought-resistant and non-invasive landscape standards
4. Attention to both plant health and resident safety using the "right plant; right place" rule
5. Consideration of the Community's architecture, its esthetic appeal and relative home values

C. DEFINITIONS:

1. **Common Areas:** Those areas within the community which are not deeded to any particular individual, but are owned by EMNA, which is thus responsible for the maintenance and preservation of those areas. Each common area may be restricted to different types of plants allowed. The common areas are broken down into the following classifications as described below:
 - a. Exterior Common Area - Refers to the grounds between the back walls of all perimeter townhomes and the County streets (Camino de Los Padres, Orange Grove Road, and 1st Avenue) surrounding the El Mirador subdivision. There is an approximate 10 foot setback between the exterior common area and the edges of the county streets.
 - b. Interior Common Areas - Refers to the areas inside the circle of homes of the El Mirador subdivision which begin immediately outside the walls of each and every property footprint.
 - c. Common Area Islands - These are separate vegetated areas within each of the four quadrants of the subdivision, which are surrounded by roadways and guest parking.
 - d. Roadways and Parking Areas - The roadways connect all four quadrants of the subdivision, each of which provides separate guest parking Spaces. Roadway maintenance is assigned to the care of the EMNA Maintenance Committee.
 - e. Ramada and Pool - The walled recreation area including the Pool, the Spa, and the Ramada.
 - f. The "Overlook" - The Patio area located to the east of the SE Swimming Pool gate.

2. Private Homeowner's Area:

- a. Property Footprint - This refers to the diagram of each individual owner's lot, created by the walls of the building plus the area enclosed by a patio and entry courtyard walls and gate. The individual Owner's private area is limited by the footprint of his/her lot as defined and established by the lot map on official subdivision maps.

3. Miscellaneous Definitions:

- a. "Right Place, Right Plant" - This term is used by landscape professionals, and EMNA's Landscape Committee, to determine whether a particular tree or plant is suitable for a given area, depending upon the growth patterns and needs of the plant, and safety of people, pets and vehicles. Considerations can include area soil conditions, depth of soil relative to root needs, width and shape of area, and height restrictions, and plant/tree's native/non-native status, drought resistance, susceptibility to infestations, enticement to unwanted critters, etc.

- b. Vegetation - Trees, cacti, plants and groundcover are all considered vegetation for purposes of these Guidelines.
- c. Desert Biome - A biome is an area classified according to temperature range, soil type, amount of light, water, and Space unique to that area, creating suitable growing conditions for certain vegetation.

D. POLICIES, PROCEDURES, RULES & REGULATIONS

1. EMNA Rights and Obligations:

- a. EMNA is responsible for the maintenance and care of all Common Areas as described in "Definitions" above. Decisions will be approved by the Board, guided by cost, availability of resources, magnitude of project, and emergency status.
- b. The Landscape Committee Chair and Committee members are held accountable for:
 - i. Adherence to Guiding Principles
 - ii. Oversight of professional landscapers according to current contract terms
 - iii. Observing best practices of landscape management in choosing placement, care, or removal of all plants and trees within the Common Areas
 - iv. Health and safety of both plants and trees, and residents
 - v. Budgetary considerations
 - vi. Seeking professional advice as appropriate
- c. Questionable or unresolved issues between Committee members will be referred to the Board for consideration and direction.

2. Homeowner Rights and Obligations:

- a. Owners are responsible for following the **landscape Guidelines** as approved by the Board.
- b. Written requests for landscape care on common areas, whether maintenance, additions or removals, must be submitted to the Landscape Committee through the EMNA website at elmiradorhoa.com.
- c. Procedures for Owner Landscape Requests (Care, Additions, Removals) include:
 - i. Responses will be sent from the Committee Chair based on the "Landscape Guidelines." Any unusual requests will be forwarded to the Board for determination
 - ii. Owners have the right to dispute the determination by appealing to the Board, which will review the appeal and determine the response.
- d. Owners may not trim, plant, garden or maintain vegetation, nor erect fences, walls or hedges on common property.
- e. While vegetation planted outside of the Dwelling Unit within the Footprint (patio or courtyard) may be of the Owner's choice, care should be taken that they are drought-tolerant, and not of the invasive types that will carry into the Common Areas to germinate.
- f. Vegetation must not infringe on any portion of a neighboring residence, including the top of adjoining walls.
- g. No standing water (pot saucers, patio and entryway surfaces, etc.) should be allowed in order to prevent mosquito infestation.
- h. The native growth on each lot and the Common Area shall not be destroyed or removed by any of the lot owners unless given written permission by Landscape Committee. Willful damage, destruction and/or removal of plants from the common areas are considered breaches of EMNA CCRs and subject to fines.
- i. Boulders, any crushed rock or decomposed granite used as groundcover must resemble native soil and rock both in color and material. The gravel color currently approved by the Board is described at "elmiradorhoa.com" (home page/community docs/gravel).
- j. Individual homeowners are restricted from interfering with landscape contractors executing the scope of work approved under direction of the Landscape Chair. Homeowners are

asked to be aware that their particular landscaping requests may already be included the next scheduled visit. Any questions or concerns should be directed through the website, or if emergency status, to the Committee Chair.

- k. Individual homeowners may neither contract for nor engage in landscaping work in the common areas without express approval of Board of Directors via Landscape Chair.
- l. Frequent walking on the exterior common areas soil can damage germinating seeds and new growth, thus destroying erosion protection. Exterior Common Areas may not be used for-regular paths to the streets.
- m. No paint or other poisonous or damaging materials are allowed to be discarded on Common Areas.

D. STANDARD OF PRACTICE:

1. Observance of Best Landscape Practices: These Guidelines are meant to be a living document that sets recommendations for landscape maintenance, but should be augmented as needed by professional advice on the most currently accepted landscape practices or new data on particular plant or tree characteristics.

2. "Right Plant-Right Place" Rule: All plants and trees must be selected and maintained on the basis of suitability for the area. Therefore, plants allowed on one common area may not be appropriate for another common area. Considerations must include issues such as:

- a. Different common area characteristics which may deem a plant suitable for one area but not another.
- b. Encroachment - No plant or tree should be planted in an area that will inevitably scratch against roof or walls of homes, encroach on walkways or roadways, nor impinge upon healthy growth of other plants and trees.
- c. Safety risks - No plants or trees should present safety risks.
- d. Proper Sunlight.
- e. Water Source.

3. Landscape Care Guidelines:

a. General

- i. Plants should be trimmed to promote their natural and healthy growth pattern.
- ii. Plants that are extremely diseased or have died should be removed and replaced with similar specimens of comparable size, according to budgetary considerations.
- iii. No Common Areas shall be used to dump refuse or any manner of construction debris, unless approved by the Board of Directors as part of a temporary project.
- iv. The landscape maintenance schedule should include the periodic culling of "volunteer" plants or those invading other biomes. These plants should be re-planted in better-suited common areas.
- v. Plants in all Common Areas will conform to the native or near native Sonoran Desert Species.
- vi. Drainage Easements - Several existing natural washes that carry storm water through El Mirador are subject to an easement for drainage purposes granted by the subdivision plats to Pima County. Existing native vegetation in the wash areas shall not be removed but should be periodically maintained so as not to obstruct the flow of storm waters. No rubbish or yard waste of any kind may be deposited in these areas. [CC&Rs Article X, Section 5 & Article VIII].
- vii. Those plants and trees within the common area that were introduced prior to approval of these Landscape Guidelines and do not meet the herein defined criteria have been grandfathered by the Board.

b. Interior Common Areas

- i. All plants in the Interior Common area must be chosen to avoid being hazardous, of a nuisance, and/or an economic hardship on the community now or into the future.
 - ii. Unless cultivated as a tree, all plants (shrubs, bushes and ground cover) shall be kept trimmed away from dwellings or other structures.
- c. Exterior (Perimeter) Common Areas - The vegetation on the perimeter serves to protect grounds from erosion; provide a natural security barrier; serve as a noise abatement barrier; and reduce the dispersal of dust into our Community and homes.
- i. Fire break paths must be maintained around the entire perimeter for access by emergency fire crews. The required width is five (5) feet directly next to all perimeter homes.
 - ii. All native plants in the exterior common areas are free growing and natural. This includes the volunteer growth from seeds of these plants. The planting of trees and shrubs in the exterior common area should be done to replace diseased vegetation. Replacements should be similar specimens unless otherwise determined by Committee for budgetary or other reasons.
 - iii. The Exterior Common Areas are not to be used to access the streets. Walking through the exterior common areas destroys new growth, germinating seeds, (ie., erosion). With the exception of fire breaks, there are to be no paths on the exterior common areas.

SECTION IV - PARKING, GARAGES & ELECTRIC VEHICLE CHARGING STATIONS

A. Speed Limit: within EMNA is ten (10) miles per hour.

B. Resident Parking and Garages:

1. Residents' parking shall be either in their garage or on their driveway.
2. Garage doors must be kept closed unless entering or exiting, or if occupant is working in the garage.
3. Vehicles parked on drive may park head/tail in (preferred) or sideways.
4. Vehicles parked on driveway shall not intrude onto roadway, nor interfere with roadway traffic.
5. Residents shall not park in Common Area Parking Spaces except as noted below.
6. RV's and/or campers must be parked in/on Owner's garage or driveway, but are prohibited from being parked on EMNA streets or in guest parking.

C. Electric Vehicle Battery Charging Stations:

1. Stations utilizing 220v must be installed in the garage and all permits must be obtained.

D. Common Area Parking Spaces (CAPS) or Guest Parking Usage:

1. Guest parking is reserved for guests.
 - a. Guests may park for one (1) day or twenty four (24) hours without obtaining a parking permit.
 - b. Guests may park for up to fourteen (14) consecutive days by obtaining a parking permit. The permit may be extended if requested.
 - c. There will be no fee for guest parking as defined in 'b' above for the first fourteen (14) days.
2. Construction Vehicles Parked Overnight. Owner must request approval for overnight parking of construction vehicles while completing construction projects.
3. Vendor work vehicles may park in common areas or on driveways during normal work hours or for after hour emergencies.
4. Resident parking in Guest Parking
 - a. Residents may park in Guest Parking during the day to facilitate access to garage/ Dwelling Unit but shall not park in Guest Parking overnight.
 - b. Residents may request courtesy use of Guest Parking overnight for up to fourteen (14) days at move-in, while remodeling the premises or for similar events. There will no charge but a permit must be obtained.
 - c. After fourteen (14) days, a fee will be charged.
5. Residents Long Term Paid Reserved Parking: The Board has determined that there are up to seven (7) Spaces available in the Common Area Parking Spaces that can be designated as Long-Term Paid parking.
 - a. The fee has been established at \$100 per month per Space.
 - b. The fee shall be billed monthly in advance on the assessment notice to the Unit owner by the management company. Owners will need to collect from their tenants if the Dwelling Unit is rented.
 - c. Only the first month's fee can be prorated if a mid-month start, and the minimum charge will be one-half (½) of the monthly fee.
 - d. If the Owner fails to pay the monthly fee, the Board may terminate the use of the Space, have the vehicle towed, and assign the Space to another owner.
 - e. The Spaces are available on a first come/first served basis.
 - f. Approval of a Paid Reserved Parking Space does NOT create a Landlord/ Tenant agreement under the terms of The Revised Arizona Landlord Tenant/ Act.
 - g. Only one (1) Space may be rented by any individual unit at any given time.

6. The following Spaces have been identified to be available for rent:
 - a. NE Quadrant - Two (2) Spaces at the south end of the Guest Parking closest to the Pool gate (marked #1 and #2).
 - b. NW Quadrant – One (1) Space at the south end of the Guest Parking (marked #3).
 - c. SW Quadrant – Three (3) Spaces on the north side of the landscaped island (marked #4, #5, and #6).
 - d. SE Quadrant – One (1) Space at the west end of the parking row (marked #7).
7. Paid parking Spaces are marked with permanently installed signs at each Space stating:
"Reserved Parking # ____ "; "Non-Permitted Vehicles will be towed at Owners expense".
8. When a paid Space is unassigned, a cover will be placed over the "Reserved Parking" sign to indicate that it is available for additional guest parking.

E. How To Obtain a Parking Permit:

1. Parking Permit Applications shall be obtained via the El Mirador Website at "elmiradorhoa.com". The Board of Directors will approve based on availability. If application is approved, the applicant will be assigned a numbered parking Space and may pick up the Parking Permit from Mission Management's business office.
2. Parking Permits will be placed inside the vehicle where it can be seen from the outside of the vehicle.
3. Parking permits will contain the following information:
 - a. Date issued
 - b. Beginning and Ending dates of the permit
 - c. Address of the Dwelling Unit or Lot#.
 - d. If "Paid Parking Permit", the # of the reserved Space assigned. If regular "Guest Parking Permit", "N/A" to be entered in Space provided.

SECTION V - COMMON AREA AMENITIES AND EQUIPMENT

A. Use of Pool and SPA by Owners, Tenants and Non-Resident Guests:

1. Use of the Common Area Pool, Spa and Ramada area is limited to Owners, Tenants and their invited non-resident guests. Others using the Pool or Spa are subject to prosecution for illegal trespassing.
2. Access to the Pool/ SPA enclosure gates and bathroom door is via one key. The Association provides one copy of the access key to each Owner who is wholly responsible for its security. It may not be duplicated, and lost or damaged keys require a \$25 fee for replacement.
3. Owner/Landlords are responsible for passing the responsibility of the key to their Tenants.
4. Non-Resident guests using the Pool and SPA unaccompanied by a Resident must obtain the Pool key from the Resident.
5. Pool and SPA hours are from 7:00 AM to 10:00 PM. Exceptions to these hours for private parties may be arranged by completing the request form at the El Mirador website.
6. The Pool and SPA are not supervised by lifeguards **at any time**. Owners, Tenants and Non-Resident Guests understand and agree that they are assuming any and all liability and risk when using the Pool and SPA.
7. Children under 14 must be accompanied by an adult responsible for their behavior and safety.
8. For safety and health reasons, the SPA is for the use of people 5 years and older. Persons with colds, skin or other body infections, open wounds, diarrhea or any other contagious conditions are excluded from the Pool and SPA.
9. The Pool/ SPA may NOT be used during electrical storms.
10. Private Parties at the Ramada or Overlook.
 - a. The Ramada Area and Overlook may be reserved for private parties or events by EMNA Residents. Reserving the Ramada area does not preclude other Residents from using the Pool or Spa.
 - b. Cleaning Fee: A Fee of \$50 will be charged for private parties if the area is not returned in the condition in which it was received by Owner.

B. Pool Conduct and Equipment:

1. The gates providing access to the Pool fenced enclosures are to be kept closed and locked at all times.
2. People shall shower to remove any lotions and oils before entering the Pool and SPA.
3. Persons using the Pools and SPA must wear swimming suits. Nudity is prohibited. Incontinent people and children who are not toilet-trained must wear tight fitting rubber or plastic pants or "swim diaper".
4. No glass containers are allowed within walled/fenced Pool areas at any time.
5. The SPA must be covered when not in use during the winter/cold weather time of the year.
6. Toys and floating devices shall be removed from the Pool and SPA and returned to storage.
7. **Safety** equipment (ring buoy and shepherd's crook) is **for emergency use only**.
8. Only the person(s) designated by the Board to be responsible for the Pool and SPA may alter temperatures or water levels.
9. Courteous and safe behavior is required at all times of persons using the Pool and SPA area. No running, pushing, rough-housing, excessive noise or otherwise obnoxious behavior that creates a hostile environment or endangers the safety and enjoyment of the Pool and SPA by other users will be tolerated.
10. Pool, SPA and Ramada lights are on a timer that turns on at sunset and turns off at 10:00 pm.
11. Except for Certified Service Animals, no animals are allowed in fenced Pool areas. Pima County Ordinances prohibit all dogs in the swimming Pool and SPA.
12. Empty beverage containers and other trash must be placed in the containers provided at the Pool.

C. Fire Safety Issues: The following are critical Regulations which comply with El Miradors' **HOA Insurance Carrier** policy requirements as well as Federal and Pima County fire requirements:

1. Open flame burning, bonfires, chimineas and wood burning fire pits are strictly prohibited on EMNA Common Areas OR personal property. See **only exception** as defined in #4 below.

2. The Propane Grill in the Ramada area is the only grill or open flame device allowed to be used within the Pool/Spa/Ramada enclosure.
3. Personal propane or natural gas appliances, are allowed on private patios only and are subject to the manufacturer's instructions for set-up, use and maintenance.
4. Chimineas and wood burning fire pits EXCEPTION: These devices may be used ONLY at the Overlook at the far east side of the complex when overseen by a responsible party of 18 years of age or older AND subject to the following rules:
 - a. The manufacturer's instructions for set up, use and maintenance must be followed at all times.
 - b. A minimum of one portable fire extinguisher complying with Section 906 of the International Fire Code with a minimum 4-A rating must be on-site of the Chiminea or fire pit, a CO2 extinguisher should not be used. (The operator in charge of the current burning is responsible to procure such fire extinguisher.)
 - c. Other on-site fire-extinguishing equipment, such as dirt, sand, water barrel or garden hose may be utilized.
 - d. Chiminea or fire pit fires are not to be used in weather with wind speeds exceeding 15 mph.
 - e. Chiminea or fire pit fires are to be positioned so as not to allow the smoke to blow directly into any residential unit, if this situation occurs, the fire must be immediately extinguished.
 - f. Burn only seasoned firewood or other clean burning fuel; burning of Palo Verde branches, trash, rubbish or yard waste is prohibited.
 - g. A Spark arrestor is required on all chimineas and fire pit fires during burns.
 - h. The burn chamber is not to be overloaded with fuel; the Spark arrestor must be able to cover the entire fire at all times; fires exceeding the height of the appliance must be extinguished.
 - i. Fires shall be constantly attended until the fire is extinguished.
 - j. All ashes must be completely extinguished and disposed of outdoors in a noncombustible container that is located near the Overlook.
 - k. Chiminea or fire pit appliances used at Overlook must be removed and stored away from the area.

D. Common Area Damage:

1. This section shall specifically include all Common Area amenities and equipment, landscape plantings, ground cover, lighting and roadways and any and all items held by EMNA in common for the benefit of the Property Owners.
2. If any Common Area improvement, including but not limited to the Pool, the SPA, Pool deck, Ramada, restroom and shower, Pool and SPA equipment and plumbing, lighting, furniture, signs, and landscaping, or grill is damaged by a negligent or willful act of an Owner, Resident or any of their Non-resident guests, that Owner shall be liable for the damage.
3. Any mechanized treatment of a Dwelling Unit's exterior surfaces or landscaped areas, such as spray- painting, sandblasting, power-washing, or herbicide or termite spraying, should be tented or conducted in a manner that does not adversely affect adjacent Dwelling Units and Common Areas.
 4. Roads and Common Areas: Any repairs or maintenance needed to an Owner's property which MAY require cutting into El Mirador roads (such as cable TV, internet, telephone or other cables or plumbing work, etc.) MUST be approved in advance of work being implemented via the "Architectural Request Form" on elmiradorhoa.com/help desk.
5. As provided in CCRs [Article IX], Owners have contractually authorized the Association to repair or replace damaged Common Area property, and the Owner shall repay the

Association the amount spent on the repairs as specified herein:

- a. The Association's charges for the cost of repairs will be delinquent if not paid by the Owner within 30 days after completion of the work and submittal of the charges to the Owner by the Board.
- b. The Board may recover the delinquent amount as a reimbursement assessment.

E. Prohibited Activities:

1. **No smoking, vaping, or firearms are permitted anywhere in the Pool/Spa enclosure.**

SECTION VI GENERAL RULES & REGULATIONS

A. Insurance: EMNA's structural insurance policy DOES NOT insure nor cover the interior structure of the building nor the occupants' contents commonly called personal property, therefore:

1. Owners (and Owner/Landlords) should seek advice from their personal insurance broker or agent to determine the appropriate types of policies and coverage.

B. Dogs [CC&Rs Article X Section 3]:

1. Per: (<https://codelibrary.amlegal.com>>Tucson.section4-102.dogwasteremoval)
Residents are required to immediately remove and hygienically dispose of any dog waste deposited within their personal or other Owner's Space, or on Common Areas.
2. Dogs are required to be on a leash at all times when outside limits of individual dwelling units, per Pima County Ordinance.
 - a. Dog owners are encouraged to walk/exercise their pets away from El Mirador grounds, always removing feces for sanitation and plant protection.

C. Odors and Noises:

1. Odors - Nothing that emits foul or obnoxious odors may be kept in or outside a Dwelling Unit. This includes, but is not limited to, pet feces, which must be cleaned up immediately.
2. Noise - Most Dwelling Units have one common wall with an adjoining Dwelling Unit. Because of this close proximity, all Residents must be mindful of the intrusion of their noise into their neighboring property at any hour. The following applies to all Residents and Non-Residents:
 - a. Prohibited Noise. Nothing that creates noises that might unreasonably disturb the peace of nearby residents may be kept outside a Dwelling Unit or in Common Areas. For the purposes of this rule, an "unreasonable disturbance of the peace" is a loud noise that interferes with any neighboring Residents' equal, identical, and reciprocal rights to tranquility, comfort, or convenient enjoyment of their property, indoors or outdoors. Repeated instances over time of loud, continuous noise are particularly invasive and objectionable.
 - b. Time limitations on noise. As a courtesy to your neighbors, no Resident or Non-Resident shall be permitted to create any noise as defined above in connection with routine maintenance, repair, and construction work on any Dwelling Unit before 7:00 a.m. or after the earlier of 6:00 p.m. or sunset.
 - c. Whether such work is to the exterior or interior of the Dwelling Unit, notice in advance of planned work on the Owner's Dwelling Unit to adjoining Dwelling Unit Residents and the Association is advised and appreciated.
3. Emergencies. The limitations described above do not prevent emergency repairs of unpredictable damage that threatens the structural integrity of buildings nor the safety and health of the Residents of neighboring Dwelling Units.

D. Waste, Debris and Trash Service:

1. Household waste, recycling materials, yard waste, and construction debris may not be stored or placed outside a dwelling unit or its patio walls so as to be visible from adjacent Dwelling Units, Common Areas, and designated pedestrian easements and streets except:
 - a. Within below-ground containers
 - b. Or outside on the appointed day for community pick-up within hard containers with secured lids (or hard open bins for recycling materials).
 - c. These containers may be placed outside no sooner than 5:00 p.m. on the day before the appointed day for pickup and removed no later than 8:00 p.m. on the day of pickup.
2. Trash Services-The Association will engage a single company for trash removal service. Owners must use the company selected by the Association, which is posted at elmiradorhoa.com.
3. Construction and Repairs - Equipment (scaffolding, vehicles, trailers, high lifters, etc.) and debris must be removed within a maximum of five (5) days of project completion.

E. Business Activities [CC&Rs Article X, Section 4]:

1. Criteria for Home Business: No trade or business may be conducted in or from any townhome unless:
 - a. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the townhome
 - b. The business activity conforms to all applicable Pima County zoning requirements
 - c. The business activity does not involve the presence of anyone not from the household or door-to- door solicitation of Residents
 - d. The existence or operation of the business does not increase the Dwelling Unit's use of Common Area facilities
 - e. The existence or operation of the business does not require customers to visit the townhome on a regular basis
 - f. The business activity does not constitute a nuisance as determined by the Board
 - g. No illegal business activity is allowed
2. Yard Sales or Garage Sales [CC&Rs Article X, Section 4]: Individual yard, garage, and estate sales are prohibited.

F. Lease/Rental of Dwelling Units [CC&Rs Article XI]: The Board has adopted the following rules and procedures for the administration and enforcement of Dwelling Unit leases/rentals:

1. Lease/Rental Rules: For purposes of this Section, a Dwelling Unit is considered a "lease/rental" when a person has the exclusive right to use, occupy, and enjoy the Dwelling Unit for a specified length of time greater than 90 days pursuant to a written lease. Continued occupancy of the Dwelling Unit by the Owner during the lease term is not considered a lease/rental.
2. Procedure for Lease/Rentals:
 - a. An Owner desiring to lease/rent a Dwelling Unit shall provide the EMNA's management company the following information (ARS 33-1806, Section E):

- i. Term of lease (including beginning and ending dates of tenancy)
- ii. Names and contact information for all adult tenants
- iii. Description of tenant's vehicle(s) and license plate number(s)
- iv. Name and contact information for the property manager (if not Owner)

- b. The lease/rental agreement must be in writing and must include provision(s) that the lessee has been advised of the Association's Rules and agrees to abide by them.
- c. The tenant may not sublet all or any part of the Dwelling Unit.

3. Rental Conditions and Enforcement.

- a. Dwelling Units shall not be rented by any individual renter for **less** than a continuous period of ninety (90) days.
- b. All Rental Dwelling Units and their inhabitants must comply with all other provisions of the CC&R's and Rules & Regulations.
- c. Failure of any Owner to comply with the provisions of this Rule may result in fines.

G. Sales of Dwelling Units [CC&Rs Article XI]: When a Dwelling Unit is sold or transferred, the Owner/Seller must promptly notify the Managing Agent, providing the name and address of the purchaser or transferee and any other information reasonably required to respond to requests by the Owner or his/her escrow agent for information about the Association.

Pursuant to ARTICLE X, Section 7, of the El Mirador Townhouse Association Covenants, Conditions and Restrictions (CC&Rs), the Revised Rules and Regulations are a clarification of those previously published within the Community. All Homeowners of El Mirador homes, their Guests, and their Tenants and their Guests, are required to adhere to this Policy with the same consideration required by any other Covenant, Condition or Restriction, Rule and/or Regulation set forth in the CC&Rs, Bylaws and Architectural Guidelines. This Policy shall be enforced by the Board and its Community Manager, through all means available as authorized by the CC&Rs and City and County ordinances.

SECTION VII APPENDIX - ATTACHMENTS

A. Enforcement & Fine Policy:

WHEREAS, Arizona Revised Statute 33-1803 empowers the Board of Directors (the Board) to impose reasonable monetary penalties on lot owners for violations of the El Mirador Neighborhood Association's (the Association) CC&R's, Rules, Architecture and Landscaping Guidelines (the Governing Documents), NOW THEREFORE, the Board adopts the following policy for enforcement of the Governing Documents:

1. **FIRST NOTICE**: When there is a violation of the Governing Documents, the following actions shall be taken:

The Community Manager shall send the Owner a First Notice which shall include the following:

- a. A description of the alleged violation(s) and the provisions of the Governing Documents that has (have) been allegedly violated.
- b. The date of the alleged violation or the date that it was observed.
- c. The name of the person or persons who observed the alleged violation, if requested.
- d. The action required to restore the property to a conforming condition shall be completed within ten (10) business days of this First Notice.
- e. Applicable fines can be found in "EMTA Rules and Regulations Fine Schedule" posted at ***elmiradorhoa.com***.
- f. Owner has twenty-one (21) days from date of Notice to correct the violation if not contesting the Notice.

If Owner wishes to contest the notice of non-compliance, it must be submitted in writing via email or standard mail to the HOA management company within ten (10) days of the date of Notice. Management company contact information is on the First Notice and at ***elmiradorhoa.com***. Owner is also entitled to file a contest with the Arizona Department of Real Estate.

Owner is responsible for notifying the Community Manager that the violation has been corrected.

2. **FINAL NOTICE**: Should the Owner fail to correct the violation(s) within the ten (10) days provided in the First Notice, the Community Manager shall send a Final Notice which shall include the same information as in the First Notice, plus the following:

- a. In order to contest the Final Notice, a written response must be submitted to the Association via certified mail within eleven (11) business days of the date of the Final Notice.
- b. **HEARING NOTICE**: If the violation persists more than the twenty-one (21) days allowed in the First Notice (or the Owner has not notified the Association that the violation has been corrected), a "**Notice of Hearing**" shall be sent to the Owner stating the time and place of the hearing, with an invitation to the Owner to attend the hearing and produce any statement, evidence, and witnesses on their behalf.

The Hearing Notice shall be sent by First Class US mail and Certified mail to the last known address of the Owner.

Owner is responsible for notifying the Community Manager that the violation has been corrected.

3. **NOTICE OF ACTION FOLLOWING HEARING**: At the conclusion of the hearing, the Board shall make findings of fact and determine the action to be taken including, but not limited to, the imposition of monetary penalties. Within fifteen (15) days of the hearing, notice of the findings of the Board and the action(s) taken will be sent to the Owner.

4. **FINES AND PENALTIES:** Monetary penalties may be assessed as follows:

- a. Uses and Restrictions -Article VIII & Rules and Regulations (EXCLUDING Architectural, Landscape, and Parking Compliance listed further below):
- 1st Violation - \$25 Owner will have 15 days to correct the violation
 - 2nd Violation - \$50 Owner will have 15 days to correct the violation
 - 3rd & subsequent Violations - \$100 Owner will have 15 days to correct the violation

The owner is responsible for notifying the Community Manager that the violation has been corrected.

a. Architectural, and Landscape:

- 1st Violation - \$150 Owner will have 30 days to correct the violation
- 2nd Violation - \$250 Owner will have 30 days to correct the violation
- 3rd & subsequent Violations - \$350 Owner will have 30 days to correct the violation

b. Parking Compliance

1) **Non-permitted overnight parking in Guest Parking Spaces:**

- 1st Violation - Owner to receive a friendly notice with 24 hours to correct violation.
- 2nd Violation - \$50 Owner will have 24 hours to correct the violation
- 3rd & subsequent Violations - \$100 Owner will have 24 hours to correct the violation. Fining will recur for each 24 hour period that the violation is not corrected.

2) **Non-permitted parking in Paid Reserved Parking Spaces:**

- Immediate towing at vehicle Owner's Expense.

5. **SUBSEQUENT VIOLATIONS** do not require additional notices; however fines may be incurred on the basis of records of violations and notifications having been sent. Any violation of the same nature occurring within twelve (12) months of the initial "First Notice" will be considered a 2nd or 3rd violation as appropriate and fines will be assessed accordingly.

6. **MONETARY PENALTIES** as well as the amount of any attorney's fees, costs, and expenses the Association has incurred as a result of the violation may be imposed for violations of the Governing Documents. The Board reserves the right to forego any of its available enforcement remedies, if, in its sole judgment, the violation warrants immediate legal action or the Owner is attempting to correct the violation(s). Any fine that remains unpaid fifteen (15) or more days after the due date shall be delinquent and subject to a late penalty of one hundred dollars (\$100). Collection of monetary penalties may be enforced by all available legal means. Payment of a penalty does not constitute a variance for the violation; all violations must be corrected in order to come into compliance with the Governing Documents. Penalties imposed against an Owner may include a suspension of an Owner's or Tenant's use of the common areas. [Article II, Section 1b]

- a. **TENANTS AND GUESTS:** Owners are liable for violations of the Governing Documents by their invitees, tenants and guests.
- b. **LEGAL ACTION:** At any time after providing an owner with a Final Notice, the Association may pursue legal action to obtain injunctive relief and or damages against an owner.
- c. **SCOPE:** This Enforcement Policy Resolution is intended to serve as a guideline for the Association's Board of Directors in enforcement matters. Nothing contained herein shall be interpreted as prohibiting the Association from seeking other available legal remedies at any time in the enforcement process if the Board, in its sole discretion, finds that the nature of

the violation warrants such action. This Enforcement Policy is not applicable to matters involving failure to pay annual assessments and special assessments for capital improvements.

This Enforcement Policy Resolution was APPROVED AND ADOPTED at a duly held meeting of the Board of Directors of the El Mirador Neighborhood Association on the 16th day of May, 2024.

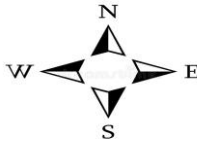
President

EL MIRADOR TOWNHOMES DESIGNATED PARKING MAP, May 16, 2024

Black denotes "Guest Parking"

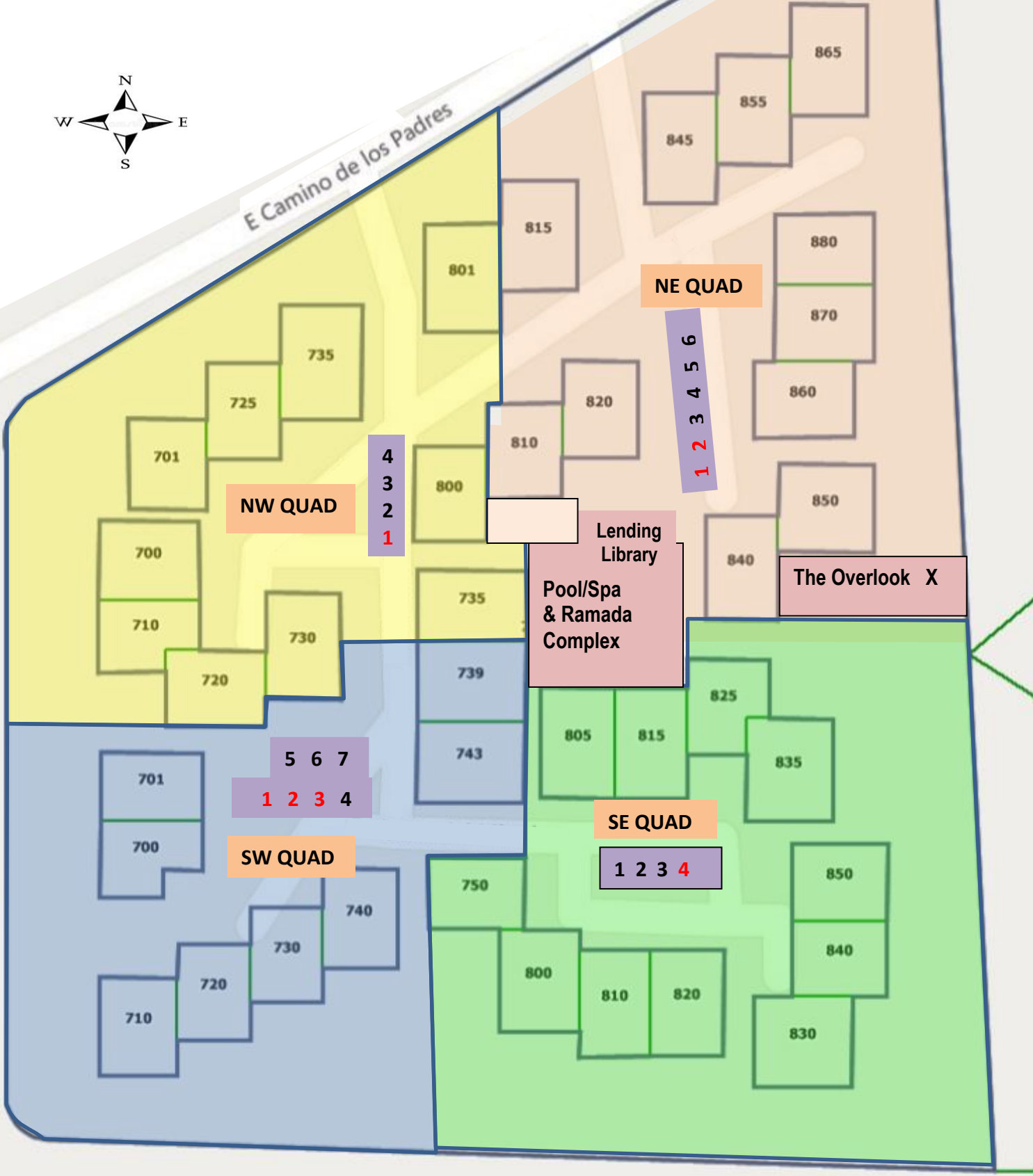
Red denotes "Reserved Parking Only"

Arrangements to reserve parking space available on elmiradorhoa.com



E Camino de los Padres

N 1st Ave



EL MIRADOR TOWNHOMES NEIGHBORHOOD WATCH COMMUNITY QUAD MAP

With Quad Leader Contacts @ June, 2024
Placita Leslie and Placita del Mirador

