

## How We Get Along in Our HOA

### A Simplified and Abridged form of our Canoa Hills Townhomes CC&Rs

This document seeks to provide a sensible and accurate rendering of the CC&Rs without the “legalese”, detail, and specificity that the formal CC&Rs contain. It is meant to be compliant and congruent with the formal CC&Rs, however, the formal document always has the last word, and any interpretation of this document that is at odds with the formal document is not valid. *Italicized* print indicates a direct quote of the formal document. To access the full formal document, go to our website: <https://www.canoahillstownhomes.org/> and scroll down on the opening page to "Governing Documents". Federal and state law supersede the CC&Rs.

There are 142 homes in Canoa Hills Townhomes. We get along by living within the Declaration of Establishment of Covenants, Conditions and Restrictions (aka: Declaration; aka: CC&Rs) that we have adopted as a community.

Our community starts where Pato turns off Del Sol and includes all the homes along Oca and Pato and those homes that lay in between these two streets.

#### Article 1: Definitions

The Home Owners Association (aka: HOA) is considered to have two types of properties. There are Private Lots and Common Areas. Private Lots are typically bounded by the street in front, the walls of the house on either side and the patio wall in the back of the house. All walls are within the Private Lot. Private Lots are owned by whomever is named on the deed to the property. Any land within the HOA, but not a private Lot, is considered to be Common Area.

#### Article II: Common Areas

Common Areas are open to all Members and their guests. They include all streets and spaces between homes and behind homes up to our borders with the Pima County Walking Park to the North, East and South, and to Del Sol on the West. Our borders are marked by orange posts around the perimeter of the HOA.

**Due to an editorial error, there is no Article III.**

#### Article IV Easements, Licenses and Encroachments

There are various easements running through the Common Areas which allow utility companies and others to do what they need to do to keep things safe and functioning. These activities may, if necessary, cross into your private Lot, but this is allowed by a ten-foot easement from the street which you accepted when you bought your home.

#### Article V: The Association

Responsibilities of the Association

*“The Association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, management and operation of the Common Areas.”*

The Association is synonymous with the HOA. All streets within the HOA bounds are owned by the HOA, just like you own your own driveway. The Association will maintain and groom the landscaped Common Areas. It is also responsible for anything that was built on the Common Areas—street signs, walls, washes, etc. It is also responsible for any taxes, fees, and insurance premiums related to the Common Areas. The Association oversees the hiring, firing and supervision of anyone whom it employs. It is called upon to create and manage cash reserves for maintenance and improvements in the HOA as well as for unforeseen contingencies. The Association may enter into agreements and do what it reasonably needs to do to accomplish what it is responsible to do.

The Association is bound to act in ways that are consistent with its Bylaws and Articles of Incorporation.

The Association is managed by its Board of Directors. The Board is elected by the Membership. The Board manages the Common Areas, as well as governing its uses and the behavior of its Members while in the Common Area. The Board holds all the powers and authority within the Association except for those that are reserved solely for the Membership. Board members may not be compensated for their service.

#### Article VI: Membership

Every person who is an owner of a Lot is a Member of the Association.

#### Article VII: Voting Rights

Each lot generates one vote.

#### Article VIII: Assessments

Every owner of a lot agrees to pay annual and special assessments. If not paid on time a lien can be placed on that lot. The property cannot be sold until the lien, late fees, and reasonable attorney’s fees are settled. Both Annual and Special Assessments are determined by the Board. Annual Assessments pay for all of the HOA’s expenses as well as building up reserves. Special Assessments may be called for to pay for unforeseen expenses and expenses that exceed reserves that had been set aside for some purpose.

### **Article IX: Mortgagee's Protection Provisions**

Those who hold a "First Mortgage" have rights and obligations similar to those of an owner. This section of the formal document details the nuances.

#### **Article X: Insurance**

The Association is required to have insurance for personal liability and property damage that occurs in the Common Area. Each owner is responsible for any damage that occurs on the owner's Lot.

#### **Article XI: Owner's Responsibilities**

Every owner is responsible for the appearance of their home and property and for the maintenance and repair of the exterior of their home. Likewise, every homeowner is responsible for keeping their utilities paid. Failure to maintain one's lot and property may be dealt with by the Board, with a 2/3rds vote, employing a contractor to remedy all failures on the part of the homeowner. All expense incurred are billed to the owner and due in 30 days. Failure to pay shall be reckoned as an assessment and result in a lien as described in Article VIII.

#### **Article XII: Architectural Committee**

The Architecture Committee is composed of at least three Members of our community appointed by the Board. These members may not be compensated for their service; however the Board can authorize reimbursement to outside agents if they were employed by the committee in pursuing their duties. As a rule, all changes or improvements to the structure or appearance of a home must be submitted to the Architecture Committee. This includes, but is not limited to, *buildings, fixtures, radio antennae, television antennae, satellite stations or dishes, walls, fences, copings, awnings, sunshades, flagpoles, or any similar structures and any landscaping and any and all other related matters.* The approved exterior colors must be used.

Decisions by the Architecture Committee are considered final but may be appealed to the Board.

When a change is being contemplated by an owner the owner is required to submit their plans prior to beginning construction. The committee has very broad discretion in determining if a change is in harmony with our community. It may also solicit the opinions of the owners of neighboring properties. Every plan will be approved or declined within 30 days of their submission or the plan will default to "approved".

The Architecture Committee members are well versed in the criteria for a successful application. It is prudent to review the formal document and solicit their input as your plans evolve to avoid unforeseen obstacles.

### **Article XIII: Use Restrictions**

The Architecture Committee shall investigate any use concerns and report to the Board. The main point is simply: *"All Lots shall be used for single-family residential purposes only."* BUSINESS: may be conducted within a lot so long any activity is invisible by sight sound or smell to any member of the HOA. RENTING: *"...no Lot may be rented for a hotel or transient purpose, which shall be construed to mean for a period of less than 30 days"* TRASH: collection is contracted with a single provider by the Board for all lots in the HOA. Be sure to verify that you are enrolled with this provider at the group price negotiated by the Board. Trash containers may only be visible from the street on collection days. OBNOXIOUS ACTIVITY: *No obnoxious or offensive activity shall be carried on upon any Lot... which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties."* PARKING: Park only in your own driveway or parking aprons scattered throughout the HOA. RV's may be parked for up to 72 hours in front of your lot. If you need more time, seek a variance from the Board. ANIMALS: Only domestic pets are allowed and these may not be enclosed or kenneled anywhere on the lot. Pets must be leashed, and their droppings picked up, anywhere in the common area. INSPECTION: Any member of the Board or person authorized by the Board may enter and inspect the lot, but may not enter the dwelling unit, to verify compliance with these provisions.

#### **Article XIV: Age Restrictions**

At least one of the occupants must be 55 or older to live in any home in the HOA. No minor may live here unless that person is visiting for less than 30 days. A surviving spouse or co-inhabitant who is not 55 or older may continue to live in that home. Any ambiguity shall be resolved by the Board.

#### **Article XV: Party Walls**

Party walls divide one lot from another. They are considered to be on the property line and owned by both owners on either side. Liability for damage to the wall caused by one owner falls to that owner. Otherwise, liability for repairs and maintenance to a Party Wall is shared equally by both owners. Changes to any Party Wall must be approved by the Architecture Committee.

#### **Article XVI: General Provisions**

Enforcement of the CC&Rs can be pursued by the Association or by any Member. The prevailing party is entitled to reasonable attorney's fees. Amendments to the CC&Rs can only be made by a 2/3rds votes of all the members gathered at a meeting called for this purpose. There are a few other bits in the formal document.