

# **Cactus Park Estates Homeowners Association**



## **Association Rules & Architectural Guidelines**

Revised: July 16, 2015

**Managed by:**

PREFERRED COMMUNITIES

"LOVING WHERE YOU LIVE."



# Cactus Park Estates Homeowners Association

## Rules and Architectural Guidelines

Originally adopted December 11, 2001

Previously Revised January 20, 2011

*Revised, July 16, 2015*

Each Owner within the CACTUS PARK ESTATES development is a member of the CACTUS PARK ESTATES HOMEOWNERS ASSOCIATION (the "ASSOCIATION"), the entity responsible for the management of all common areas and related facilities, and responsible for the administration of architectural activities by homeowners. In accordance with the Declaration of Covenants, Conditions, And Restrictions for Cactus Park Estates (the CC&R's), the Board of Directors has adopted the following Rules (the "RULES") and Guidelines for Architectural Improvements (the GUIDELINES") which shall apply to all Lots within the ASSOCIATION.

Each owner of a lot in CACTUS PARK ESTATES (the "Lot") should become acquainted with the CC&R's & GUIDELINES as they may be amended from time to time by the Board of Directors. These documents are intended to enhance property values and sustain the high standards of the development.

# Association Rules

The RULES are a summary or clarification of the Use Restrictions in the CC&R's and the City of El Mirage ordinances. The GUIDELINES are established to assist residents in preparing an application for submission to the Architectural Control Committee (the "COMMITTEE") for aesthetic, structural and landscape improvements. Following the GUIDELINES does not eliminate the need for approval by the COMMITTEE. In the event of any inconsistency between these RULES & GUIDELINES and the CC&R's, the CC&R's shall control. All COMMITTEE approvals will be conditioned upon compliance with all applicable City of El Mirage zoning ordinances, building codes, and other ordinances as well as the CC&R's and these GUIDELINES. (CC&R's Article 4, Section 1)

## **SINGLE FAMILY SUBDIVISION**

1. All Lots within the CACTUS PARK ESTATES shall be known and described as “residential lots” and shall be occupied and used for single family residential purposes only (CC&R’s Article 4, Section 10)
2. An owner may conduct a business activity within the CACTUS PARK ESTATES so long as the existence or operation of the business activity (a) is not apparent or detectable by sight, sound, or smell from the outside of the residential unit; (b) conforms to all zoning requirements for CACTUS PARK ESTATES; (c) does not involve door-to-door solicitation of other residents; and (d) is consistent with the residential character of CACTUS PARK ESTATES and does not constitute a nuisance or a hazardous or offensive use as may be determined in the sole discretion of the Board including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot or the Common Area. (CC&R’s Article 4, Section 10)
3. No Owner may rent his/her Lot and the single family house and related improvements thereon for transient or hotel purposes or shall enter into any lease for less than the entire Lot. No lease shall be for a rental period of less than thirty (30) days. (CC&R’s Article 4, Section 10)

## **ANIMALS**

1. No animals, livestock or poultry shall be raised, bred or kept on any Lot except for customary household pets such as dogs, cats, and household birds may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of other residence (CC&R's Article 4, Section 2, 6)
2. All Animals shall be kept under reasonable control at all times and in the accordance with applicable laws (CC&R's Article 4, Section 2)
3. All animal wastes must be properly disposed of in accordance with applicable city or county regulations (CC&R's Article 4, Section2, 6)

## **SIGNS**

1. No sign of a commercial nature except for one "For Rent" or one "For Sale" sign per lot of no more than five (5) square feet, shall be allowed in the Project. (CC&R's Article 4, Section 14)
2. Not more than two identification signs for individual detached residences, each with a face area of seventy-two (72) square inches or less shall be allowed in the Project. (CC&R's Article 4, Section 14)
3. Political signs are allowed in accordance with current City of El Mirage Code.

## **GARAGES**

1. Garages may not be partially or completely converted to a living space. (CC&R's Article 4, Section 26)
2. Owners shall keep their garages neat, clean, and free from clutter, debris, hazardous material or unsightly objects. (CC&R's Article 4, Section 26)
3. Owners shall at all times keep garage doors closed except as reasonably necessary for ingress and egress. (CC&R's Article 4, Section 26)
4. At least one vehicle owned by a resident of each Lot must be parked, on a regular basis, in the garage. (CC&R's Article 4, Section 22,26)

## **NUISANCES, GARBAGE AND RUBBISH**

1. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot, nor shall any use, activity or thing be permitted which may endanger the health or unreasonably disturb the resident of any Lot. (CC&R's Article 4, Section 5)
2. No noxious, illegal or offensive activities shall be conducted on any Lot. (CC&R's Article 4, Section 5)
3. Each Lot shall be maintained free from rubbish, trash, garbage, or other unsightly items which shall be promptly removed from each Lot and not allowed to accumulate. No garbage, trash or other waste materials shall

be burned on any Lot. (CC&R's Article 4, Section 5,11)

4. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Committee to conceal the items from the view of adjacent Lots and streets. (CC&R's Article 4, Section 11,12,13)
5. Garbage cans may be set out for pickup after 6:00 p.m. the day preceding regular collection and shall be removed from the curb by 6:00a.m. of the day after collection. Containers shall be stored between collections in such a manner that they are not visible from the street. ((CC&R's Article 4, Section 11 and City of El Mirage Code – Chapter 52).

## **VEHICLES / PARKING**

**For further information, please refer to the Parking Enforcement Policy located on page 11 of this booklet.**

1. For purposes of these rules, the term RECREATIONAL VEHICLES includes, but is not limited to, campers, boats, trailers, motor homes, hang gliders and similar type vehicles. Except for temporary parking not exceeding twenty-four (24) consecutive hours, recreational vehicle parking is limited to inside the garage or in the back yard where it cannot be seen from any street or

- from any other Lot. (CC&R's Article 4, Section 20)
2. For purposes of these rules, COMMERCIAL VEHICLES includes vans or trucks, rated by the manufacturer as having a payload capacity of 3/4 - ton capacity, modified or not, which may be used both for business and personal use. Except for temporary parking not exceeding four (4) consecutive hours, commercial vehicle parking is limited to inside the garage or in the backyard where it cannot be seen from any street or from any other Lot. (CC&R's Article 4, Section 20)  
Revised 8-22-02
  3. No Recreational Vehicles, Commercial Vehicles, or other mechanical equipment may be dismantled or repaired, except for inside an enclosed garage. No personal vehicles may be dismantled or repaired, except for; (a) inside an enclosed garage, or (b) emergency repairs for a time period, not exceeding forty-eight (48) hours. (CC&R's Article 4, Section 21)
  4. No mechanical equipment may be placed or operated on any Lot or in the street except as is usual and customary with the use of an approved structure. (CC&R's Article 4, Section 13)
  5. All Vehicles which remain visible must have a legal license plate. Vehicles which do not have a legal license plate or are inoperative shall be stored or kept in the enclosed garage. (CC&R's Article 4, Section 21)



6. No vehicle which is abandoned shall be stored or kept in, or in front of, or in such a manner as to be visible from any other Lot or any street within or adjacent to CACTUS PARK ESTATES. (CC&R's Article 4, Section 21)
7. Vehicles may not be parked on the front yard landscape whether the groundcover consists of grass or granite. Front yard parking must be limited to driveways as originally installed or approved by the COMMITTEE.
8. Vehicles may not be parked on the sidewalks. Vehicles must be parked in such a manner as to allow access to the full width of the existing sidewalks.
9. Vehicles must be parked facing forward on the right side of the street.



**Don't forget to refer to the Parking Violation and Fine Policy, found on page 11 of this booklet.**

## **MAINTENANCE REQUIREMENTS**

1. Each building or structure in the Project shall be kept in good condition and repair, and adequately painted or otherwise finished. (CC&R's Article 4, Section 7 and Article 7 Section 2)
2. All fences shall be maintained in good condition and repair, and when damaged or destroyed, must be rebuilt or repaired within a reasonable time not exceeding

- three (3) months. (CC&R's Article 4, Sections 16 and 17)
3. The Lot owner is responsible for keeping his yard, trees and bushes neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. Each Lot owner must maintain, repair and restore any and all grades, slopes, retaining walls and drainage structures as originally installed on the Lot as it has been approved by the COMMITTEE. (CC&R's Article 4, Section 4 and Article 7, Section 4)
  4. No tree, shrub or planting of any kind, on any Lot or other area, is allowed to overhang or otherwise encroach upon any sidewalk, street, bike path, equestrian trail, pedestrian way or other area, from ground level to a height of eight (8) feet without the written approval of the COMMITTEE. (CC&R's Article 4, Section 19)
  5. Pools or spas may not be backwashed into drainage ditches, common landscaped areas, drainage-ways or streets. All backwash water is to be retained on the owner's Lot. (CC&R's Article 4, Section 4)
  6. Excessive oils spills or stains on driveways or streets must be removed within thirty (30) days of staining. (CC&R's Article 4, Section 4)

# CACTUS PARK ESTATES

Homeowners Association

## Rental Rules

The Board of Directors sets high standards for the appearance of our community. Our goals include well-maintained homes, common areas and the implementation of regulations to secure a crime free neighborhood for residents and their guests. Oftentimes, investment properties are neglected and/or not maintained to the level of owner occupied homes. Tenants do not always share the community's high standards created to improve and protect property values. In an effort to maintain these standards, the Board of Directors has implemented the following rules for rental properties. Owners and their tenants shall comply with the Association's Rental Rules, as well as the Declaration of Covenants, Conditions and Restrictions, Bylaws and Architectural Committee Rules (collectively referred to as "Community Documents"). The Association has the power to assess monetary penalties against the Owner's Unit for violations of the Community Documents. Compliance with these Community Documents is a vital part of the Association's success as a crime free neighborhood. Each Owner who rents a unit within the Association must comply with the Rental Rules and assist in our goal for a crime free neighborhood. The Association seeks everyone's cooperation in making the community a desirable place to live.

**Each Owner who rents/leases a residential unit/lot or renews or revises an existing rental, lease or occupancy agreement ("Lease Agreement") on or after January 1, 2015 and each Owner who has an existing rental, lease or occupancy agreement as of January 01, 2015, is required to comply with the following rules:**

1. Pursuant to Article 4, Section 4.31 of the Association's Declaration of Covenants, Conditions and Restrictions:
  - (A) All Lease Agreements must be in writing; and Owners must notify the Association regarding the existence of all leases.
2. Pursuant to ARS 33-1806.01:
  - (A) Owners shall provide the name and contact information for any adults occupying the property, the time period of the lease including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles.
  - (B) Owners are responsible for all actions of their tenants. Violations notices/fines are sent to the owners or agent designated in writing.
  - (C) Owners shall abate criminal activity as authorized in ARS 12-991.
3. In order to enhance the safety and well being of all residents of Cactus Park Estates, the Association **strongly encourages** all Owners who rent/lease a residential unit/lot to perform a background check on prospective tenants prior to signing any Lease Agreement.

**CACTUS PARK ESTATES HOMEONERS ASSOCIATION  
RESOLUTION BY THE BOARD OF DIRECTORS**

**PARKING VIOLATION AND ENFORCEMENT POLICY**

**Effective April 1, 2014**

Pursuant to the authority contained in the Arizona Revised Statutes and Article 5, Section 5.3 of the Declaration, the Board of Directors of the Cactus Park Estates Homeowners Association Inc. hereby adopts the following resolution by unanimous consent for and as the actions of the Cactus Park Estates Homeowners, as of the date set forth above:

On the 20<sup>th</sup> day of February 2014, at a meeting of the Board of Directors of Cactus Park Estates Homeowners Association, whereby a quorum of the members of the Board were present in person, a majority of the members of the Board

**RESOLVED**, to adopt the following:

Parking Violation and Enforcement policy which includes the inspection schedule, enforcement rules, fine schedule and Appeal process for parking violations of the CC&R's and Rules and Regulations as may be adopted or modified from time to time by the Board of Directors for the Cactus Park Estates Homeowners Association.

*The scope and intent of this resolution is to apply uniformly to all members, residents and guests of the Cactus Park Estates Homeowners Association.*

WHEREAS pursuant to Article 4, Section 4.20 of the Declaration,

**Trucks, Trailers, Campers and Boats.** No motor vehicle classed by the manufacturer as having a payload capacity of ¾-ton or more, mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer, hang glider, ultra lights or other similar equipment may be parked or stored on any area in the Project so as to be Visible From Neighboring Property, Common Area or street; provided, however, this provision shall not apply to (i) sport utility vehicles, pickup trucks of less than ¾-ton payload capacity with camper shells not exceeding seven (7) feet in height measured from ground level, and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length all of which are parked as provided in Section 4.22 below and are used on a regular and recurring basis for basic transportation, (ii) trucks, trailers and campers parked in a recreational vehicle storage area within a residential area or other areas designated for such parking; provided, however, that all such parking areas have been approved by the Board or Declarant; or (iii) temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction of any improvement approved by the Architectural Committee.

WHEREAS pursuant to Article 4, Section 4.21 of the Declaration,

**Motor Vehicles.** No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Lot, street or other area in the Project, and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property or to be visible from Common

Areas or streets; provided, however, that this provision shall not apply to (1) emergency vehicle repairs, and (ii) the parking of motor vehicles in garages or other parking areas in the Project designated or approved by the Declarant or the Boards so long as such vehicles are in good operating condition and appearance and are not under repair.

WHEREAS pursuant to Article 4, Section 4.22 of the Declaration,

**Parking.** Vehicles of all Owners and Residents, and of their employees, guests and invitees, are to be kept in garages or other parking areas designated or approved by the Declarant or the Board, provided, however, the foregoing shall not be construed to permit the parking or storing in the above described areas of any vehicle whose parking or storage in the Project is otherwise prohibited herein. The Association Rules may permit temporary parking on streets or other Project areas for public or private social events or other permitted activities.

WHEREAS the Board of Directors recognizes the need for Rules and Regulations to ensure safety and enforcement relating to the operation and parking of any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreation vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicles on the streets within Cactus Park Estates,

WHEREAS the Board of Directors desires to have a more detailed rule and set of regulations and enforcement of parking violations;

THEREFORE, BE IT RESOLVED that the Board of Directors of the Cactus Park Estates Homeowners Association, hereby approves and adopts the following PARKING VIOLATION AND ENFORCEMENT POLICY for any parking violations of the CC&R's, Association Rules and the following parking policy;

#### **PARKING VIOLATION AND ENFORCEMENT POLICY**

##### **A. Street Parking**

- a. Any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment OR vehicle or any automobile, motorcycle, motorbike, or other motor vehicle parked on any street right-of-way for more than twenty-four consecutive hours **or that habitually park on** any street right-of-way, common area and/or other streets within the Association may be subject to the Street parking violation enforcement and fine schedule.
  - i. **"habitually parked on"** shall be defined as: any vehicles associated with a single Lot parked on any street right-of-way, common area and/or other streets within the Association, in excess of two (2) occurrences in a five (5) day rolling period, or four (4) occurrences in a thirty (30) day rolling period.

## B. Parking on Owner's Lots

1. **Recreational Vehicles on Driveways:** Any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment on the driveway of any LOT in excess of 48 hours within a 7 day period may be subject to the parking violation enforcement and fine schedule.
2. **Parking on unapproved surfaces:** Any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment AND/OR any vehicles or any automobile, motorcycle, motorbike, or other motor vehicles parked on any unapproved surfaces of the LOT (i.e. landscaping, rocks, sidewalks, etc.) may be subject to the parking violation enforcement and fine schedule.
3. **Parking in backyard:** Any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment AND/OR any vehicles or any automobile, motorcycle, motorbike, or other motor vehicles parked in the backyard where it visible from neighboring Lots, common area or streets, may be subject to the parking violation enforcement and fine schedule.
4. **Inoperable Vehicles:** Any vehicles or any automobile, motorcycle, motorbike, or other motor vehicles parked on a driveway of a LOT, which does not have a legal license plate or current registration, or appears to be inoperable in any way (i.e. in disrepair, flat tire, tarp over the top) may be subject to the parking violation enforcement and fine schedule.

## C. Notice of Violation AND Fine/Enforcement Schedule.

If the Association shall view any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreation vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle or any Owner of any Owner or invitee, licensee, or lessee of such Owner in violation of the Declaration, and/or Association Rules and this Policy:

1. **Initial notice:** a letter shall be mailed to the Property Owner when parking violations have been identified on 2 separate occurrences within the rolling 30 day period, and will contain the following information: date and description of the parking violation, notice that monetary fines will be imposed on the 4<sup>th</sup> occurrence of non-compliance, and the steps to follow if the Owner wants to contest the notice (per A.R.S. 33-1803) and that the owner may request a hearing pursuant to A.R.S. 41-2198.01, subsection B.
  - a. The Owner may provide the association with a written response by certified mail within ten business days after the date of the notice.
  - b. If the Association receives a written response by certified mail within ten

business days after the date of the initial notice of the violation, the Association shall respond to the Owner within ten business day of receipt of the certified mail, with a written explanation regarding the notice which shall provide at least the following information:

- i. The provision of the Association's documents in violation
- ii. The date the violation was observed
- iii. The first and last name of the person or persons who observed the violation.

**Note:** If the Association does not receive a written response by certified mail from the Owner within ten business days after the date of the initial notice of the violation and/or the violation is not cured within fifteen days from the date of the first notice, or 10 days after the association responds to the Owner's certified letter (as described in subsection C.I.b. above), the Association may proceed with the following Fines and Enforcement.

2. **Second Notice:** a letter shall be mailed to the Property Owner on the 4<sup>th</sup> separate parking violation occurrence within the rolling 30 day period and will state that a fine in the amount of \$25.00 has been imposed for continued noncompliance and further noncompliance may result in additional monetary fines and possible legal action. The owner will also be advised of the steps to follow to request a hearing pursuant to A.R.S. 41-2198.01, subsection B.

**Note:** If the violation is not cured within 5 days, and the owner has not requested a hearing, the Association may proceed with Fines & Enforcement.

3. **Third notice:** a letter shall be mailed to the Property Owner on the 5<sup>h</sup> separate parking violation occurrence within the rolling 30 day period and will state that a fine in the amount of \$50.00 has been imposed for continued noncompliance and further noncompliance may result in additional monetary fines and possible legal action. The owner will also be advised of the steps to follow to request a hearing pursuant to A.R.S. 41-2198.01, subsection B.

**Note:** If the violation is not cured within 5 days, and the owner has not requested a hearing, the Association may proceed with Fines & Enforcement.

4. **Subsequent non-compliance:** Upon board review and approval at an Executive Board Meeting, the Association will seek relief of violations through the Association Attorney and the Court system. All legal costs will be a part of the judgment that is being sought against the Owner.

5. **Collection of Violation Fines & Charges:** If the owner fails to pay any monetary fines imposed, administrative fees and/or legal fees, all costs shall be become due and the personal liability of the owner. The Board of Directors on behalf of the Association may bring an action at law against the owner personally obligated to pay the delinquent amount owed pursuant to the remedies available.

The board of Directors reserves the right to take any action permitted by law or the CC&R's, in addition to the above mentioned fine policy

Procedures:


1. Homeowners will be notified by first class mail of all violations.
2. The homeowner has the right to a hearing before the Board where decisions of the Board are final.
3. Board will direct Management Company, as to waiving or assessing of fines at each hearing or board meeting and for all pending fines and/or legal action with the Association's Attorney.

RESOLVED, that the board shall retain the right to amend or repeal this resolution.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 20<sup>th</sup> day February 2014.

Attest:

  
\_\_\_\_\_  
HOA President

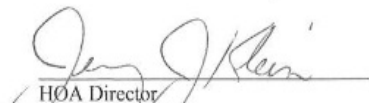
  
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HOA Vice President

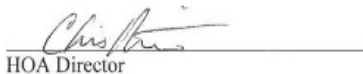
  
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HOA Treasurer

  
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HOA Secretary

  
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# ARCHITECTURAL GUIDELINES

## ARCHITECTURAL GUIDELINES

These GUIDELINES are established to assist residents in preparing an application to the Architectural Control Committee (the "COMMITTEE") for aesthetic, structural and landscape improvements. Following these guidelines does not eliminate the need for approval by the COMMITTEE. (CC&R's Article 4, Section 1)

### ALTERATION

1. No improvement of any kind may be made on any lot, except as described below, without prior Approval from the COMMITTEE, and no change to an improvement previously approved may be made without prior written approval of the COMMITTEE for the new change. (CC&R's Article 4, Section 1)



### RULE OF THUMB

**Before making any alterations or changes that are visible from the street or neighboring properties, submit for Architectural Approval. Fines will be automatically assessed for changes made without approval.**

## **ANTENNAS & SATELLITE DISHES**

1. The installation of any antenna or satellite dish larger than one (1) meter in diameter must be submitted to and approved by the COMMITTEE prior to installation. Applications must describe visibility compliance. (CC&R's Article 4, Section 8)
2. Satellite dishes, which are less than one meter in diameter, may be installed on a lot without prior approval subject to the following guidelines:
  - Satellite dish must be installed in the backyard
  - Satellite dish must be installed below the fence-line
  - The owner is responsible for all costs associated with the installation and maintenance of a dish.
  - The owner is responsible for all damage caused by or in connection with the dish.
3. Prior approval must be obtained from the COMMITTEE for all dish installations that do not meet or will not be installed according to the above guidelines. (CC&R's Article 4, Section 8)

## **AWNINGS**

1. Awnings will not be approved for front windows
2. Awnings over windows must be a canvas types with the color the same on the interior and exterior face. A minimum five-year guarantee is expected from the manufacturer to insure a high quality awning. Your application must include the following: the manufacturer, color, type, number of years' guarantee and planned location(s) of installation. (CC&R's Article 4, Section 24)

## **BASKETBALL GOALS OR SIMILAR STRUCTURES**

1. Permanent basketball standards installed on any Lot must be approved by the COMMITTEE prior to installation. An application will be considered based upon its appearance and relationship to other properties. (CC&R's Article 4, Section 8)
2. If you wish to install the pole anywhere other than immediately adjacent to the interior or exterior edges of the driveway, you must obtain and submit written approval from the neighboring property owners with your application.
3. Portable hoops need not be approved, but must be removed from view when not in use. (CC&R's Article 4, Section 8)

## **BUILDINGS**

1. No structure of a temporary character and no trailer, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. (CC&R's Article 4, Section 3)
2. No unsightly structure, object or nuisance shall be erected, placed or permitted on any lot. (CC&R's

## **CHILDREN'S PLAY STRUCTURES**

1. Plans for play structures, including swings and slides used in connection with a swimming pool, must be submitted for approval if the structure exceeds the fence height. (CC&R's Article 4, Section 8)
2. The maximum allowable height is 10 feet and the structure must be at least 7 feet from any wall. The maximum height of any deck or platform is 4 feet above ground. (CC&R's Article 4, Section 8)
3. The distance from the ground elevation to the top of the perimeter fence must be measured and submitted with plans for the structure. The COMMITTEE will take appearance, height, and proximity to neighboring property into consideration. A brochure or picture must be submitted with your application.

## **CLOTHESLINES**

1. Clotheslines or other outside facilities for drying clothes are not allowed unless they are placed exclusively within a fenced yard below the fence line and otherwise concealed. Such facilities may not be visible from any neighboring property. (CC&R's Article 4, Section 12)

## **DECORATIVE ITEMS**

1. All decorative items visible from any lot, street, or common area must be approved prior to installation. (CC&R's Article 4, Section 1)
2. Fountains and ornamental statuary must be located in the rear yard only and screened from view of neighboring properties, streets, and common area. (CC&R's Article 4, Section 1)
3. Holiday decorations including light strings, are allowed without approval but must be removed within 30 days of the holiday. **(Decorations remain subject to review by the COMMITTEE)**

## **DRIVEWAY EXTENSIONS**

Driveway extensions will be reviewed on a case by case basis with strong consideration of any impact on the architectural features of the neighborhood. Providing the following conditions are met:

1. Submittals must include a plot plan with the following noted thereon: (A) the location and dimensions of the proposed extension, (B) the existing driveway dimensions, (C) the total linear feet of lot frontage.
2. Extension Dimensions
  - a. The extension may not exceed 2 feet wide on either side of the driveway, or extend beyond the width of the garage. The length of the extension must match the length of the existing driveway.
3. The extension must be constructed of cement or pavers approved by the committee. If using pavers, a sample paver must be provided with your Architectural Request, along with a description of the color, size and proof that the pavers will hold the weight of a vehicle.
4. The extension must be installed by a licensed and insured contractor. The name and contact information of the licensed contractor must be provided with the Architectural Request.
5. No separate driveways will be approved.
6. Painting of paved surfaces is prohibited.

The Committee reserves the right to review and request changes to the extension per these requirements. If architectural approval is not received prior to installation, the committee may require the extension to be removed.

**Please note:** if a driveway extension is approved, it must be maintained in good condition. If the cement or paver extension begins to crack, the extension must be promptly removed and / or replaced. If replacing the driveway extension, architectural approval is required again.

## **FENCES, WALLS & DECORATIVE WALLS**

1. Plans for new fences, walls or additions to existing structures must be submitted to the COMMITTEE for written approval prior to construction. (CC&R's Article 4, Section 1)
2. All fencing and any materials used for fencing, dividing or defining the Lots and must be of cement block construction and of new materials. Stucco and paint must match the existing dwelling in texture and color. The City of El Mirage height restriction must be adhered to. (CC&R's Article 4, Section 17)

## **FLAGPOLES**

1. Flagpoles attached to the house for display of the American Flag and all flags identified in ARS 33-1808 are allowed in CACTUS PARK ESTATES without prior approval.
2. Stand-alone flagpoles must have prior approval by the committee. Please include the height of the flagpole and the requested location on the submittal.



3. When displaying the American Flag, all Federal Codes must be followed, including lighting when displayed at night. (CC&R's Article 4, Section 8) revised 8-22-02

## **GATES**

1. All gates shall be the same height as the Party Wall or fence to which it is attached. (CC&R's Article 4, Section 17)
2. Double gates may be installed to allow wider access to backyards, with approval from the Committee. However, a driveway to the gate is not allowed. Double gates should be the same type, design, and color as the originally installed single gates. Shrubs, trees or other plants should be located between the house and the double gates where possible. Double Gates MUST have a City of El Mirage approved building permit prior to submitting for Committee approval. Plans must include all dimensions, location, color(s) and all other improvements on a professionally completed drawing(s). Even if you receive a permit from the City, this does not allow you to go forward with the project until the Committee approves it.
3. Perimeter walls on lots bordering ASSOCIATION landscaped areas may not be removed and ASSOCIATION landscape easements may not be crossed. (CC&R's Article 4, Section 17)

## **GUTTERS AND DOWN SPOUTS**

1. Seamless gutters and down spouts may be installed if approved. The finish must match the dwelling in color. High-quality, non-corrosive materials that offer long life are recommended as the homeowner will be required to maintain the addition in good repair. Plans must include the proposed locations of the gutters and down spouts, the quality of material to be used, warranty by the manufacturer, and the name and telephone number of the installer. (CC&R's Article 4, Section 1)

## **SCREENING MATERIAL**

1. All screening areas, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof in accordance with the original construction of the improvements by the Developer, or as approved by the COMMITTEE. (CC&R's Article 4, Section 7)

## **LANDSCAPE**

1. The original landscape package installed on each Lot has been approved by the COMMITTEE. Any and all changes made to

the original landscape or to existing landscaping must be approved by the COMMITTEE prior to installation. Plans submitted to the COMMITTEE must include proposed changes and must conform to City Code. If a permit is required by the City, a copy of the permit must be included with your plans to the Association. (CC&R's Article 4, Section 4)

2. A dead plant or tree may be replaced with a plant or tree from the approved plant list without submitting for approval from the Committee. The approved plant list is located on the community website.



### **Rule of Thumb**

If a plant/bush/tree dies, replace it before receiving a violation notice!

### **DRAINAGE**

1. No Owner or Resident shall interfere with or obstruct the drainage pattern over his Lot from or to any other Lot or Common Area or the storm water retention volume on his Lot as established by the Declarant or other developer. (CC&R's Article 4, Section 25)

### **LIGHTS**

1. Except as initially installed by Developer, no spotlights, flood lights or other high intensity

lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lot or adjacent street, or any part thereof except as approved by the COMMITTEE.2 (CC&R's Article 4, Section 1,8)

3. Locations pre-wired by the Developer for carriage lighting may install the approved fixture, manufactured by Progress Lighting (model number P5773-19), without prior written approval. Any deviation from the approved fixture must be submitted in writing to the COMMITTEE. (CC&R's Article 4, Section 1, 8)

### **PAINTING (Exterior color scheme)**

1. The Architectural Committee and Board of Directors has approved a new Color Palette for the exteriors of all homes and block walls in Cactus Park Estates. There are 25 approved color schemes to select from! Once you have selected a color scheme, simply complete & submit your Architectural Request form identifying the color scheme number you have chosen.

The Color Palette is available on the Dunn Edwards Website:

<http://www.dunnedwards.com/Homeowners/ExploreColor/ColorTools/ColorArchive.aspx>

2. If you would like to paint your house with a color/scheme not included in the preapproved list, send in your request with a paint sample, and your request will be reviewed during the next monthly Architectural Committee meeting.

## Rule of Thumb



**Save time and use the fast track painting approval process!** Select a color scheme from the pre-approved color palette, submit your request to the management company to receive an approval within 2 business days! No need to wait for the next Architectural Meeting.

## PATIO COVERS

1. Plans for patio covers will be considered for approval. The following minimum standards are suggested: (CC&R's Article 4, Section 1)

### Partial Shade Covers

- Horizontal shading members are to be a minimum 2" x 2" rough sawn, running parallel to the dwelling unit, with a maximum overhang of 6 inches past a support
- Horizontal support members are to be a minimum 4" x 6" rough sawn
- Vertical support members are to be a minimum 4" x 6" rough sawn

- Paint color must match existing trim color.

### **Solid Patio Covers**

- Flat roof pitch less than 1: 12 must have a brai roof or built-up application
- Colored granule or built-up roof surface must match existing roof color
- Sloped patio cover with 4:12 pitch and greater shall have tile to match existing dwelling.
- Asphalt shingles other than provided for above are prohibited.

### **POOLS AND SPAS**

1. Plans for installation of pools and spas must be submitted to the COMMITTEE for approval. Approval will be considered based upon appearance, height, and proximity of ladders and slides to other properties. (CC&R's Article 4, Section 1)
2. Perimeter walls on lots bordering ASSOCIATION landscaped areas may not be removed. Access must be gained by removing the owners' front wall on the side of the home, leaving the perimeter wall intact. (CC&R's Article 4, Section 17)
3. Any wall removed for construction must be promptly replaced assuring it matches in texture and color of surrounding walls. Additional concerns to address in the

application include: access of construction equipment, repair to walls and landscape and clean-up of streets. (CC&R's Article 4, Section 17)

4. A deposit of up to \$500 may be required to assure satisfactory compliance. (CC&R's Article 10, Section 1)

### **RAMADAS AND GAZEBOS**

1. Ramadas and gazebos are permitted, subject to approval by the COMMITTEE. (CC&R's Article 4, Section 1)
2. The maximum under roof area is one-hundred twenty (120) square feet with a maximum ten (10) foot height; the structure must be placed a minimum of seven (7) feet from any wall, subject to any further requirements or restrictions.
3. The structure must be either left natural if redwood or be painted to match the house color. Roof tile must also match the tile of the house.
4. Lighting attached to the structure is permitted so long as it meets the lighting GUIDELINE. (CC&R's Article 4, Section 1, 8)

### **SCREEN / SECURITY DOORS**

1. Screen / Security doors on the front of the house must be submitted to the COMMITTEE for approval. (CC&R's Article 4, Section 1)

2. Paint color of all screen / Security doors must match the house to which it is attached. (CC&R's Article 4, Section 1)

### **SECURITY DEVICES**

1. Security features, including but not limited to, lights and doors and window coverings, must be submitted for approval. (CC&R's Article 4, Section 1,8 and 24)
2. Security alarms need not be submitted for approval. (CC&R's Article 4, Section 5)

### **SOLAR COLLECTORS**

1. An Owner must obtain prior written approval from the COMMITTEE prior to installing Solar Collectors with proper permits. (CC&R's Article 4, Section 23)
2. The ASSOCIATION, through the COMMITTEE, May from time to time, adopt guidelines concerning the types of solar collectors and related equipment, which may be installed in the Project and acceptable means of installation thereof.

### **STORAGE SHEDS**

1. Storage sheds and similar or related type objects may be located in any rear yard if the height of such object is less than the height of the fence on or adjoining the Lot and if



such object is not visible from the front of the Lot. (CC&R's Article 4, Section 1)

2. Installation of **any** storage shed or related type objects not meeting the guidelines require approval by the COMMITTEE. If approved, proper screening may be required. (CC&R's Article 4, Section 1)

## **WINDOW COVERINGS**

1. Each Owner shall install and maintain in good condition permanent draperies or *suitable* window coverings on windows visible from neighboring properties and from the street.
  - a. In no event shall windows be covered with paper, aluminum foil, reflective materials, bed sheets, blankets or any other materials or temporary coverings not specifically intended for such purposes (CC&R's Article 4, Section 24).
2. Window coverings shall at all times be kept in good condition and repair. Each owner is responsible for immediately repairing or replacing window coverings when the coverings become faded, torn, stained, weathered, warped, sun burned, broken, altered or damaged in anyway. (CC&R'S Article 4 Section 4.7 and Article 7 Section 7.2)
3. Owners are not required to install window coverings on ***Architectural Decorative windows*** (i.e. arched windows above doors,

windows installed in vaulted ceiling/wall areas, and small windows on either side of the entry door that do not open). The COMMITTEE, in its sole discretion, will determine what type of window is considered an Architectural Decorative Window.

4. **Sunscreens:** Bronze, Charcoal or Tan/Beige sunscreen material may be installed, after receiving prior approval from the Architectural Committee. The frame for the window screens must match the frame material on existing window frames. (CC&R's Article 4, Section 24).



## **RULE OF THUMB**

The Arizona sun is brutal on window blinds, especially those that face South & West. Replace your blinds if you notice they are starting to weather, warp or have become discolored.

## APPLICATION PROCEDURE

The Following information must be assembled. The Architectural Committee has the right to reject an application submitted without the required information.

- Application form – completed and signed
- Plot Plan – (if applicable) a site plan indicating specific dimensions relating to the existing dwelling and property lines and the improvement to be installed
- Elevation Plans – plans showing finished appearance of the improvement in relation to the existing dwelling and property lines. Specific dimensions must be included.
- Specifications – description detailing materials, dimensions and color to be used with color samples, drawings or brochures attached.

Submit the application and 2 sets of plans and specifications to:

Cactus Park Estates HOA  
C/O Preferred Communities  
PO BOX 5720, MESA AZ 85211

[info@gothoa.com](mailto:info@gothoa.com)

fax: 480-649-0902

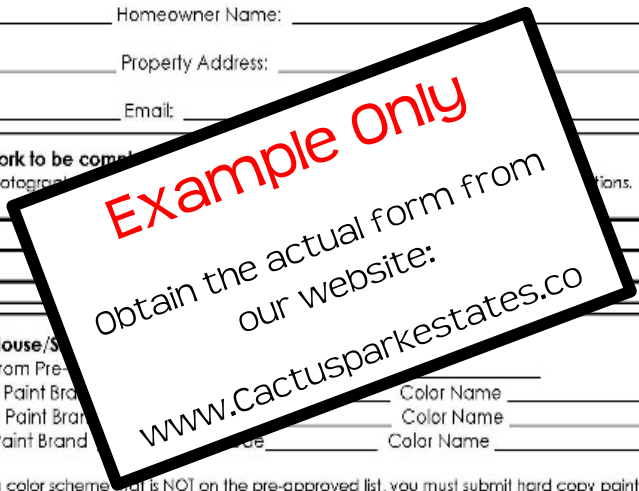
**ARCHITECTURAL REQUEST FORM**

Date Submitted: \_\_\_\_\_ Homeowner Name: \_\_\_\_\_

Lot/Account: \_\_\_\_\_ Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**General Description of work to be completed:** \_\_\_\_\_  
 \*Please attach a sketch, photograph, or other visual aids. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**Exterior Paint Request:** House/Side \_\_\_\_\_  
 Paint Scheme Selected from Pre-Approved List: \_\_\_\_\_

- **Base** Color Selected- Paint Brand: \_\_\_\_\_ Color Name: \_\_\_\_\_
- **Trim** Color Selected: Paint Brand: \_\_\_\_\_ Color Name: \_\_\_\_\_
- **Garage/Front Door:** Paint Brand: \_\_\_\_\_ Color Name: \_\_\_\_\_

**NOTE:** If you are choosing a color scheme that is NOT on the pre-approved list, you must submit hard copy paint chip samples with your request.

Paint Vendor Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Signing this request specifies that I will assume the responsibility for any work under the above proposed improvement that my contractor or I accomplish which may, in the future adversely affect to common area. I will assume responsibility for all future maintenance of this addition or improvement.

**Homeowner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If the requested change requires adjacent owners input prior to installation, the adjacent owners must sign below to indicate that they have no objections to the proposed change.

#1—Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 #2—Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Notice to Owners**

1. It is the homeowner's responsibility to obtain permits (if needed) from the City/County before submitting to the Association for approval.
2. The Architectural Committee has the right to reject any submittal if all required information is not submitted or legible.
3. All work must be completed within 90 days of approval from the HOA.



**For Committee Use Only**

Date received: \_\_\_\_\_ Date Sent to Committee: \_\_\_\_\_ Date completed: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Stipulations? \_\_\_\_\_ Denied: \_\_\_\_\_  
 Date homeowner completed project: \_\_\_\_\_ Date project completion inspection conducted: \_\_\_\_\_

## **REVIEW PROCEDURE**

COMMITTEE requests will be reviewed and approved or disapproved within 45 days after submittal. The Lot owner will be notified in writing of the COMMITTEE's determination. No new construction, remodeling, landscaping, or aesthetic changes may commence on any Lot or exterior of any home without prior approval by the COMMITTEE.

The following items, among other items, will be considered as a part of the review process: material, quality of workmanship, colors, consistency with the external design and color of existing structures on the lot and on neighboring lots and location of the improvement with respect to topography and finished grade elevation.

Neither the COMMITTEE, nor the Board shall have any liability in connection with or related to approved or disapproved plans, specifications, or improvements. Approval of plans by the COMMITTEE shall not be deemed to be a representation or warranty of the structural soundness of the improvement nor its effect upon existing or future drainage. Review of the plans is for aesthetic purposes only.

Plan approval by the COMMITTEE is valid for six(6) months after the date of the COMMITTEE's approval of the application unless specifically noted, thereafter, application must be resubmitted. Once

started, construction shall be pursued diligently in order to assure completion of the improvement within 60 days of commencement of construction.

## **ENFORCEMENT**

### **Violation & Fine Policy**

These RULES AND GUIDELINES are a compilation of laws, ordinances, codes and procedures prepared for the benefit of Lot owners and residents of CACTUS PARK ESTATES. Enforcement of these RULES AND GUIDELINES can be accomplished in a variety of ways, all of which are available to the Association and other Lot owners. What follows is one enforcement option and the corresponding fines. The intent is to promote compliance through communication. Initially, fines are assessed for failure to respond. (CC&R's Article 5, Section 2 and Article 10, Section 1)

Lot owners remain responsible for the correction of infractions and for all fines imposed by the Association whether or not the owner is the resident of the Lot. Any infraction of RULES AND GUIDELINES by a Lot owner, resident or his guests will be reported to the management company and fines and penalties will be imposed as follows.

1. **First letter:** A letter of warning will be sent. The letter will explain what the alleged infraction is and three response options including correcting the infraction, write to explain that the letter

was sent in error or request to be heard by the Board of Directors.

2. **Second Letter:** 10 calendar days after sending the first letter, if there is no response or correction, a letter assessing a fine of \$25.00 will be mailed. In addition, the letter shall contain three response options including correcting the infraction, write to explain that the letter was sent in error or request to be heard by the Board of Directors.
3. **Third and subsequent letters:** 10 calendar days after sending the previous letter, if there is still no correction, a letter assessing a fine ranging between \$50.00 to \$100.00 will be mailed. In addition, the letter shall contain three response options including correcting the infraction, write to explain that the letter was sent in error or request to be heard by the Board of Directors.
4. **Vandalism** will involve a fine of \$75.00, in addition to reimbursement to the Association for actual replacement or repair cost.
5. **Architectural changes** commenced on a Lot prior to receipt of approval from the COMMITTEE are subject to a fine, not to exceed \$500.00. The amount of the fine is based on Board discretion. Assessment of the fine does not replace the necessity to submit an architectural change application.
6. All fines are added to the Lot owners' maintenance fee account.

## Collection Policy

Payment of any regular assessment, special assessment or fine after the fifteenth (15<sup>th</sup>) day of the month said fee becomes due, shall incur a late fee of not less than \$5.00

1. 15 days after the quarterly assessment due date, a late notice is sent to the homeowner and a late fee assessed,
2. 105 days after the quarterly assessment due date, a final notice / demand letter is sent to the homeowner and a final notice fee is assessed as outlined in the Association's contract with the management company,
3. 150 days after the quarterly assessment due date, an "Intent to Lien" notice is sent to the homeowner and an "Intent to Lien" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
4. 195 days after the quarterly assessment due date, a lien is recorded with the Maricopa County Recorder, a copy is sent to the homeowner and a Lien recording fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
5. 250 days after the quarterly assessment due date, "Intent to pursue legal action" notice of the total amount due plus an "Intent to pursue legal action" notice fee is assessed to the



homeowner's account as outlined in the Association's contract with the management Company,

6. 310 days after the quarterly assessment due date, accounts will be turned over to legal representation for further actions to be taken as necessary. These actions include, but are not limited to, Legal action default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to Arizona Revised Statutes and Declaration of Covenants, Conditions and Restrictions for Crismon Crossing Homeowners Association.

I, the undersigned duly elected and acting President of CACTUS PARK ESTATES HOMEOWNERS ASSOCIATION, do hereby certify as evidenced by my signature below, that:

By resolution of the Board of Directors on November 18, 2010 the foregoing rules have been adopted according to the CC&R's Article 5 Section 3.




---

Robert Jones, President

7-16-15

Dated

I, the undersigned duly elected and acting Secretary of CACTUS PARK ESTATES HOMEOWNERS ASSOCIATION have subscribed my name in witness of the certification of the President.



---

Beverly Hicks, Secretary

7-16-2015

Dated



*Remember, if you make changes before submitting for architectural approval, you may be assessed a fine in an amount up to \$500 and you may be required to remove the changes you made!*



*Submit for architectural approval FIRST!*

Visit our community website for more information.

[www.cactusparkestates.com](http://www.cactusparkestates.com)



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