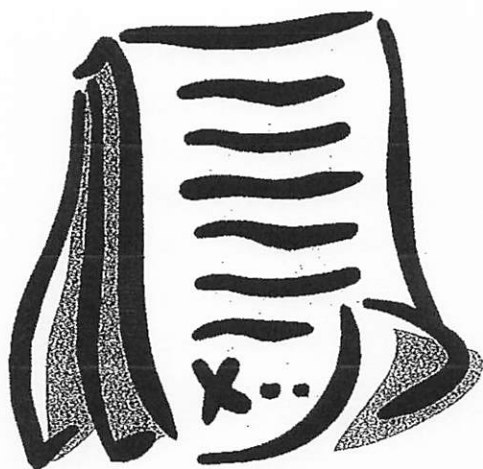


# NORTHPOINTE HOMEOWNERS' ASSOCIATION



## RULES & REGULATIONS

**Adopted: January 9, 2006**  
**Revised: March 2009**

## **STATEMENT OF GENERAL POLICY**

Recognizing the individual property investments of the membership of Northpointe Homeowners' Association and the positive impact of our park area and amenities, the Board of Directors has reviewed and updated these Rules and Regulations effective January 2009. Your cooperation in supporting the spirit of these Rules and Regulations will contribute significantly to the protection of the rights and privileges of all.

The overriding philosophy is to establish guidelines that will maintain the private lifestyle and architectural décor of this community. The Board considers it essential that all members of the Association familiarize themselves with these Rules and the Covenants, Conditions and Restrictions (CC&R's) which are the governing documents of our Association.

The terms and conditions set forth in these Rules and Regulations are binding upon all owners and tenants residing within the boundaries of Northpointe Commons Homeowners' Association (The Association) and invited guests who might be visiting or using any part of the common or other designated areas.

Your cooperation and compliance with the established rules and regulations enhances the attraction of our community. We appreciate your understanding.

Thank you,  
Northpointe Homeowners Association  
Commons Board of Directors

Below is a summary of some of the points and issues covered in the Covenants, Conditions, and Restrictions (CC&R's) of your Homeowners' Association. The Board has the authority to enforce these rules.

## **GENERAL RULES**

Homeowners are required to obtain permission from the Architectural Committee PRIOR TO making any changes to the exterior appearance of your home or lot (typically, a front yard or open side yard of a lot), including landscaping changes, carriage lights on the garage, concrete pads and sidewalks, etc.

The lot and all landscaping located on the lot must be maintained at all times in clean, safe, neat and attractive condition and repair solely by the owner of the lot, and the owner will be solely responsible for neatly trimming and properly cultivating the landscaping located anywhere on the lot and for the removal of all yard clippings, trash, weeds, leaves and other unsightly material located on the lot.

No ancillary unit, meaning storage sheds, shacks, guest houses, barns, ramadas, cabanas, gazebos, covered patios, or any structures or items of any similar type may be constructed or maintained on a lot higher than the fence line until all plans and specifications are submitted to and approved in writing by the Architectural Committee.

All owners were furnished with one (1) "Resident Key" to the Common Facilities. This key belongs to Northpointe Commons Homeowners' Association and must be surrendered to the Management Group or Board of Directors upon request or transferred to the new owner when selling your home. There is a \$25.00 non-refundable charge for replacement. Racquetball court keys are available upon request. There is a \$25.00 refundable charge for each racquetball key.

The Association's Master Insurance Policy does not cover residents for their own liability and personal structure and content insurance coverage.

Homeowners are held accountable for their own and/or their tenant's and guest's actions. Violations resulting in damages to Association facilities and/or Common Areas will result in charges being levied to the Homeowner for all repairs of damages.

All complaints/violations shall be submitted in writing to the Board of Directors through Commons Management. See attached violation/complaint form or refer to the HOA website.

## **COMMON AREAS**

Common Areas means all that portion of the real property not located within property lines of a given lot or exclusive use area. Common Areas includes swimming pools, spas, neighborhood landscaping, community entry landscape, racquetball and volleyball court areas, parking lot, and areas within the parks boundaries and the retention area along 48<sup>th</sup> street.

## **ANIMAL RULES (CC&Rs, Article 4, Section 2a)**

Animals must be kept either within an enclosure or on a leash being held by a person capable of controlling the animal. It is the absolute duty and responsibility of animal owners to clean up after their animals which have defecated on any portion of the Northpointe Commons property including personal yards. All cats and dogs must be licensed and tagged with the identification of the owner's name, address and phone number. Untagged and stray animals are sent to the animal shelter. Animals are never allowed in the pool area. Noisy animals which are an annoyance to other residents are not permitted. Residents are responsible for any personal injury or property damage caused by their pet(s). The Board of Directors may exercise the right to require removal of any pet which creates a nuisance, including but not limited to excessive noise, barking, running loose, damage, or creating or contributing to unhealthy private or Common Area conditions. Please call County Animal Control for violation of County ordinances.

## **ENCROACHMENT (CC&Rs Article 4d)**

No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet.

## **HOLIDAY LIGHTS**

Holiday lights and decorations are allowed to be put up and displayed during the year. Lights and decorations for the December holiday season may be installed starting the day after Thanksgiving and are required to be removed no later than January 20<sup>th</sup>. Other holiday decorations displayed during different times of the year shall be removed within 7 days after the holiday has passed.

## **LOT MAINTENANCE (CC&Rs Article 4d, 4e)**

The Owners and any occupants of a Lot will at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manor, will maintain the Lot in neat order, and will in no event use the Lot for the storage of materials and equipment, except for normal residential uses that are incidental to the construction and maintenance of improvements thereon as provided herein....

In the event any portion of any lot is so maintained as to not comply with the maintenance standards .... The Board may make a finding to such effect.... And take such action to bring back into compliance at Owners cost....

## **RESIDENT'S CONDUCT**

No unit shall be used in such a manner as to interfere with the enjoyment of other residents; nor shall any nuisance be permitted to occur in any lot. Loud noise, stereo or television sound shall not be allowed to reach a level that is objectionable to other residents. Littering of lawns or other common areas with beverage cans, bottles or debris is strictly prohibited. No person may enter any common area facility (i.e. the pool/spa area) by other than normal means. The owner of any lot whose occupants or guest enter a common area facility by other than normal means (e.g., climb over a fence or gate) outside of the posted hours may be immediately assessed without warning.

## **RENTAL PROPERTY**

It is the owner's responsibility to supply his/her tenants with a copy of the Rules and Regulations and CC&R's which are available from the Management Group or available on the website at [www.themariposagroup.net](http://www.themariposagroup.net). Click on Communities. You may also purchase a Homeowners' Manual through the Management Group for \$25.00. Owners should understand that they are fully responsible to the Association for the conduct of their tenants, their tenants' guests or the pets of their tenants. An owner should therefore carefully evaluate a prospective tenants' ability to accept and abide by the Rules and Regulations. Any costs incurred by the Association in enforcing any of its Rules and Regulations or the Covenants, Conditions and Restrictions (CC&R's) will be assessed to the owner of the lot involved.

## **SIGNS (CC&Rs, Section 2.m)**

No signs shall be displayed on any Lot except the following:

- A. One temporary "For Sale" or "For Rent" sign with a maximum face area of five hundred (500) square inches in size.
- B. Such signs as may be required by law.
- C. One residential identification sign with a maximum face area of eighty (80) square inches.
- D. Signs approved by the Design Review Committee.
- E. Signs advertising landscaping or pool contractors, etc. must be removed within forty-eight (48) hours of completion of work.
- F. No signs are permitted in Common Areas.
- G. No signs are permitted to hang on rear or side yard fences/walls.

All signs shall conform and comply with City ordinances.

## **TRASHCAN (CC&Rs, Article 4, Section 2.j)**

All trash/recycle containers may be on the street curb from 5 pm the night before a schedule container pickup day through 11 pm the day of trash/recycle pickup. **At all other times the containers must be out of view from the street, common area and your neighbor.**

## **VEHICLE/PARKING VIOLATION – (CC&R, Article 4, Section 2.s,t,u)**

**TRUCKS, TRAILERS, CARS AND BOATS.** No motor vehicle classed by manufacturer rating as exceeding 1 ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in Northpointe so as to be Visible From Neighboring Property, the Common Areas or the Streets; provided, however, the provisions of this Section shall not apply to (i) pickup trucks of less than 1 ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level and (ii) mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked as provided in Subsection (u) below.

**MOTOR VEHICLES.** No automobile, motorcycle, motor-bike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street in Northpointe and no inoperable vehicle may be stored or parked on any Lot or Street, so as to be visible From Neighboring Property or to be visible from Common Area or Streets....

**PARKING.** It is the intent of the Declarant to restrict on-street parking as much as possible. Vehicles of all owners and residents..... are to be kept in garages, carports, residential driveways of Owners or other designated parking areas whenever possible...

**NORTHPOINTE HOMEOWNERS ASSOCIATION  
ENFORCEMENT POLICY**

Adopted November 15, 2015

The Board of Directors of Northpointe Homeowners Association has revised as of January 1, 2016 the enforcement policy for the Rules, Regulations and Covenant, Conditions and Restrictions (CC&R's) violations appearing in NP3 and NP4 - the single-family homes ONLY in the community, and any applicable monetary fines for continuing violations. This policy was formed following the established law of the State of Arizona, [33-1803](#). [Penalties; notice to member of violation.](#) The goal of this policy is to safeguard the value property values of the Members of the Association.

Homeowner may request a hearing of the Directors of the Association within 10 business days after receipt of any notice.

**First Notice- Warning**

A letter will be sent to the Homeowner by regular mail outlining the violation. The Homeowner will be given at least 21 days to bring the property into compliance.

**Second Notice- \$25.00 Fine letter**

The second letter will again define the violation and notify the Homeowner by regular mail that a fine has been assessed to their account. An additional compliance period of 21 days will be given; if it is not met additional fines will be assessed.

Additional non-compliance within a six-month period from the original complaint will result in a minimal doubling of fines for each infraction and/or suspension of Owner's rights.

## **NORTHPOINTE MEMBER COMPLAINT DECLARATION**

Mail To: 17220 N. Boswell Blvd., Ste 140, Sun City, AZ 85373  
Fax To: (623) 977-3577

*Per newly revised Arizona law (A.R.S. § 33-1242 and A.R.S. § 33-1803) any complaint related to a violation lodged with the Association will NOT remain anonymous. The person complaining of the alleged violation must state his/her first and last name, the date the violation occurred and the provision of the Community Documents allegedly violated. The new law requires that this information must be sent to the party who is accused of the violation.*

Address of the property allegedly in violation of the Association's Governing Documents:

Nature of the violation(s) and provision of Governing Documents Violated:

First and Last Name of person who observed the violation:

Date(s) the violation(s) were observed:

I have personal knowledge of the facts contained in this Declaration. I am competent to declare the facts contained in the Declaration. If requested, I agree to appear and testify in an adjudicatory proceeding to the facts contained in this Declaration. I further agree to appear and testify without being served with a subpoena.

Signature

Date

Address

Phone Number or other contact information