



RULES & REGULATIONS HANDBOOK



Dear Homeowner,

North Copper Canyon is a master-planned community built around recreational areas, pedestrian trails, bicycle paths and other common areas. The North Copper Canyon Community Association manages these common areas for the benefit of all Owners. It is important to each Owner that the North Copper Canyon Community be maintained at a high aesthetic level. The purpose of the Rules & Regulations Handbook is to summarize the Declaration of Covenants, Conditions, Restrictions and Easements (“CC&Rs”) which has been accepted by each Owner and/or Occupant as a requirement of living in North Copper Canyon.

Each Owner of North Copper Canyon pays a monthly base fee which is used to maintain the common areas, pay management fees, insurance and other expenses outlined in the budget. It is to the advantage of all that the facilities are cared for in a proper manner. If each Owner will respect the rights of other Owners, we will achieve our goal of harmonious living. Your cooperation is essential. We do not have a rule for every situation; therefore, we reserve the right to address any new situation as it occurs.

Currently the primary common areas are the playgrounds, landscaping, baseball field, dog parks, pedestrian trails and Copper Park. Copper Park includes a community pool, splash pad, recreation games, sports field, and various playground areas.

Thank you,

Your Board of Directors
North Copper Canyon Community Association

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Binding Application

In accordance with section 6.3 and 12.2 of the Association's Covenants, Conditions, Restrictions and Easements (“CC&Rs”), the Board of Directors may from time to time adopt, amend, and/or repeal rules and regulations. Upon adoption, the Rules and Regulations shall have the same force and effect as the CC&Rs. These Rules and Regulations are created to summarize some of the provisions of the CC&Rs; however, do not include all provisions. All Owners and Occupants must abide by the CC&Rs, By-Laws, Articles of Incorporation, Design Guidelines, and Rules and Regulations.

It will be to your benefit to familiarize yourself with your Rules and Regulations and your cooperation is appreciated. If you have any questions pertaining to the interpretation of your Rules and Regulations, please contact the management company for assistance. Our management representative will address your questions and concerns. We look forward to your participation in our efforts.

Assessment Collection Policy

- Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the **Owner of the property at the time of the assessment.**
- **Regular monthly assessments are due and payable on the 1st day of each month.** Pursuant to Arizona Revised Statutes § 33-1807, a statement of account will be mailed including the current account balance due and the immediately preceding ledger history, unless you opt to receive the statement electronically. However, it is the Owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.
- All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
- Checks are payable to “North Copper Canyon Community Association”
- The mailing address for payment of assessments is:

**4160 W. Kitty Hawk Way
Chandler, AZ 85226.**

- Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the Owner and the Association enter into an agreement providing for payments to be applied in a different manner.
- Assessments not received within **THIRTY (30) days** of the stated due date are delinquent and shall be subject to a late charge of **\$15 or 10% of the delinquent amount, whichever is greater.**
- An interest charge at the rate of **12% per annum** will be assessed against any outstanding balance, including delinquent assessments, late charges, and cost of collection, which may include attorneys' fees. Such interest charges shall accrue **THIRTY (30) days** after the assessment becomes due and shall continue to be assessed each month until the account is brought current.

- **10-Day Intent to Lien Letter.** If an assessment is not received within SIXTY (60) days after the assessment becomes due, the Association will send a 10-day notice of lien letter. Owner has 10 days to pay balance in full.
- **Collection Process.** If an Owner fails to pay the amounts set forth in the 10-day intent to lien letter, the Association will authorize the service for collection to record a notice of lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees against the Owner's property. The Owner will be charged for the fees and costs of preparing and recording the lien. THIRTY (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure.
- Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
- **Board Approval.** Collection procedures are at the sole discretion of the Board of Directors.

Animals

No animal or fowl, other than a reasonable number of generally recognized house or yard pets (no snakes) shall be maintained on a Lot. Pets are not permitted to make unreasonable amounts of noise or create a nuisance. No pet may be kept on or in any Covered Property which results in an annoyance to other Owners or Occupants. The Board has the right, after notice and opportunity to be heard, to require the removal of any pet which the Board, in its sole discretion, has determined is a nuisance. No structure for housing or confinement of any animal or fowl shall be visible from neighboring properties. No horses or other farm animals shall be permitted. The Board has the right to determine what constitutes a regular household pet and what shall constitute a reasonable number of such pets, in any instance. All permitted pets must remain on leashes at all times while on Association property, except when visiting the two dog parks located west of 183rd Avenue. Persons walking pets must carry an instrument designed for removing animal excrement from the ground with them at all times and must remove the pet's excrement from the area and place it in containers made available for this purpose. If no container is in the area, take it with you.

Pool Rules & Regulations

Operating hours are dawn till dusk, 7 days per week

- **SWIM AT YOUR OWN RISK — NO LIFEGUARD ON DUTY**
- **NO DIVING**
- **NO SWIMMING DURING THUNDER AND/OR LIGHTNING STORMS**
- Children under the age of 16 must be supervised by an adult member
- Children not potty trained must wear a swim diaper
- No baby diapers in the trash containers or restroom waste baskets
- Glass is not permitted within the pool area
- No alcohol use, smoking or vaping
- No skateboards, scooters, bicycles or roller skates
- No water balloons allowed
- No pets allowed
- Members should not open the pool gate for other residents who do not have a key
- Respect others by keeping noise to a minimum — radios and other electronic devices must be within a reasonable volume
- Each member is responsible for cleaning the area used. Dispose of all trash and lower umbrellas after use
- Management/Board may close the pool at any time for any reason including but not limited to making needed repairs, cleaning or balancing pool chemicals
- **POOL RULES ARE SUBJECT TO CHANGE AS THE BOARD OF DIRECTORS SEES FIT FROM TIME TO TIME.** New or edited rules will be posted on the HOA webpage

Dog Parks

The Community includes one dog park (“Large Dog” and “Small Dog”) for use by North Copper Canyon Owners and Occupants. The following rules have been established for that area:

- The dog parks are available for use during daylight only. The dog parks are officially closed from sunset to sunrise.
- Use dog parks at your own risk.
- Owners are legally responsible for the behavior of their dog(s) at all times.
- Dogs must be leashed while entering and exiting the park area.
- Dog waste must be cleaned up by their Owners IMMEDIATELY.
- Owners must be within the dog park and supervising their dog with leash readily available.
- Children under the age of 14 must be accompanied by an adult.
- No more than 3 dogs per user.
- Owners are responsible for ensuring that their dog is in the correct designated area. The “Large Dog” park is for animals over 25 pounds. The “Small Dog” park is for animals 25 pounds or less.
- Do not enter the dog parks if park area is flooded.
- All residents and their guests must have a key to enter and exit. Use of the key is REQUIRED to leave park.
- Prohibited: Human & dog food/treats, sick dogs, glass containers, aggressive dogs, dogs in heat, puppies (under 4 months), and alcohol.

Little League Baseball Field

Your community includes a shared private park for the use and enjoyment of the residents of North Copper Canyon and their guests only. Be courteous and respectful to others, and please keep the park clean. The following rules have been established for that area:

- Use field at your own risk. Spectators and pedestrians beware of bats and balls leaving the playing field.
- Diamond for Little League Baseball only, absolutely no softball, no batting practice against back stop or fencing.
- No hitting golf balls.
- Play times are between sunrise and sunset.
- Reservations can be made with the HOA for specific date and times.
- Reservations made with HOA have priority. Otherwise, use of the field shall be on a first come first serve basis, and shall be limited to 2.5 hours per group.
- At least one person currently residing in North Copper Canyon must be present during all times of play.
- Littering or dumping debris is prohibited.
- Barbequing is prohibited except in designated areas.
- No pets, no alcohol.
- Climbing on or over the fence is prohibited.
- All residents and their guests must have a key to enter and exit. Use of key is REQUIRED to leave park.

Diseases and Insects

No Owner or Occupant shall permit anything or condition to exist upon their Lot which shall induce, breed or harbor infectious plant or animal diseases or noxious insects. Do not allow for areas of standing water in your yard due to the prevalence of mosquitoes and associated viruses.

Architectural Control

North Copper Canyon Community Association was planned by architects and approved by the Surprise City Council, who sought to carry out uniformity of design as specified in the original development standards. A Design Review Committee has since been established by the Declarant to ensure conformity with such standards.

The Design Review Committee Design Guidelines are described in the Residential Design Guidelines. An individual Owner shall not make any substantial additions or alterations to the exterior of a building or to the landscaping which is visible to the public without prior written approval of the Design Review Committee. Any exterior changes must be submitted to the Design Review Committee prior to the change. A request form may be obtained from the property management company or online at www.northcoppercanyonhoa.com. Upon receipt of a request, the Committee will seek to expedite the review.

Building: Exterior Maintenance

No building or improvements shall be permitted to fall into disrepair, and each such building and improvement shall always be kept in good condition, repair and adequately painted or otherwise finished. If any building or improvement becomes damaged or destroyed, the building or improvement shall be immediately repaired, rebuilt, or demolished.

No Commercial Use

No gainful occupation, profession, trade or other nonresidential use shall be conducted on or in any Lot or Covered Property except as set forth in this subparagraph. The Declarant and Builders may maintain sales offices, construction offices, and sales models on the Covered Property and an Owner or Occupant may carry on a "Home Occupation" as provided below. A Home Occupation as permitted hereby means work within the Dwelling Unit (such as the performance of accounting work, creation of art work, etc.) provided that: (a) is not apparent or detectible by sight, sound, or smell from the exterior of the dwelling unit; (b) conforms to all zoning requirements; (c) does not involve solicitation of Owners or Occupants by anyone, whether or not a resident and; (d) is consistent with the residential character of the Association and does not constitute a nuisance or a hazardous or offensive use including without limitation, threaten the security or safety of others, excessive or unusual traffic, parking of vehicles, or consistent deliveries in the vicinity of any Lot or the Common Area. Again, the Board shall have the right to correct any activity which is deemed to be a constant nuisance to others.

Garbage/Bulk Trash Pick Up

No garbage or trash shall be allowed, stored, or placed on a Lot except in sanitary, covered containers. In no event, shall any containers be visible from neighboring property, except immediately prior to and after collection, and then only for a reasonable time. Trash and recycle containers **must** be stored behind the gate to the rear yard or inside the garage. At no time, may trash or recycle containers be stored in the front or side of the house. Trash and recyclable materials shall not be allowed to accumulate on the any Lot. The Town of Surprise provides bulk trash retrieval service. In order to take advantage of these services you will need to contact the city's sanitary department at 623-222-1900 to schedule a pick up. There is a limit of 10 cubic yards per household and a limit of 20 cubic yards per year. Trash items shall not be placed on residential sidewalks, Common Areas, or neighboring Lots.

Health, Safety and Welfare

In the event uses, activities and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety and welfare of Owners or Occupants, the Board or Design Review Committee may make rules restricting or regulating their presence.

Holiday Lights

Holiday lights may be put up 30 days prior to a holiday and are to be taken down no later than 30 days after the holiday.

Care and Maintenance of Landscaping and Driveways

Each Owner shall be responsible for the proper maintenance of all landscaping on his Lot to include set back areas and Common Areas located thereon, and planted right-of-way areas between sidewalks and the street curb and his Lot or other public easement areas adjacent to his Lot, except in the event the maintenance of the above-mentioned areas is the responsibility of the Association. The maintenance shall include but not limited to keeping the areas neatly trimmed, cultivated and free of trash, weeds and unsightly material. All lawn areas shall be timely mowed as needed to keep an even, well-groomed appearance and shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive. All trees, shrubs, plants and ground covers shall be properly trimmed (including but not limited to the removal of dead wood therefrom) according to their plant culture and landscape design and shall be watered and fertilized to keep them alive and attractive. Any dead tree, shrub or ground cover shall be removed and replaced immediately. Owners shall maintain in good condition and repair all paved and concrete areas, including driveways, roadways and parking areas located on his Lot. Oil stains shall be cleaned immediately, and oil drip pans are not permitted in driveways.

Corner Lots

The purpose of the Design Review Committee is to ensure consistent application of the Residential Design Guidelines. The Design Review Committee may monitor any portion of any Lot or Parcel which is visible from other Lots or Parcels, the street, or Association Common Areas. This would include backyards which are visually open to other Lots or Association Common Areas. The Residential Design Guidelines promote those qualities in North Copper Canyon which enhance the attractiveness and functional utility of the community. Those qualities include a harmonious relationship among structures, vegetation, topography and overall design of the community.

Nuisances; Construction Activities

No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Lot, to create a nuisance or unsanitary, unsightly, or offensive condition. Normal construction activities are not considered a nuisance; however, the Lot must be kept neat and tidy during construction periods.

Painting Exterior Buildings

A Design Review Request Application shall be submitted with the color selections and submitted to the management company to provide to the Committee for review.

Parking

It is the intention of the Association to eliminate on-street parking as much as possible. Vehicles shall be kept in garages, residential driveways, and other designated parking areas in the community. No parking is allowed in the front yard, regardless of surface, except for the driveway originally installed by the builder. The front yard is defined as the portion of land between the street and the front of the house/fence. Parking is not permitted on any collector street within North Copper Canyon. Temporary parking of vehicles not otherwise permitted

under Exhibit C, subsection 14 is permitted for loading and unloading passengers and goods for a period not to exceed four (4) consecutive hours or eight (8) total hours in a twenty-four (24) hour period. If a vehicle is stored on a residential street more than 72 hours, the City of Surprise code enforcement may be contacted and the Owner of the vehicle may be cited by the City. The vehicle may be towed by the City after an additional 24 hours has elapsed.

Pool Drainage

It is illegal to discharge swimming pool/spa backwash and drainage water off your property. You can however reuse this water to help your thirsty plants (refer to City of Surprise website for plants that may tolerate this). Any cost incurred by the Association from erosion or clean up due to backwashing into Common Areas, will be charged to the Owner's account.

Vehicles and Parking

“Motor Vehicle” means a car, van, sport utility vehicle, bus, truck, motorcycle, all-terrain vehicle, utility vehicle, pickup truck, or other motor vehicle. “Recreational Vehicle” means a vehicle designed as temporary living quarters for recreational, camping, travel or seasonal use, and may include motorized (motorhomes) or towable (travel trailers, folding camping trailers and truck campers).

It is intended that Recreational Vehicles will be parked or stored within the fenced yard for the Lots designed to accommodate them according to the Tract Declaration recorded on the property. If no Tract Declaration has been recorded on the property, providing the Lot to have RV Status, then all Vehicles, including Recreational Vehicles, must be parked or stored behind the fence and not visible from the street or neighboring properties.

None of the Motor Vehicles, Recreational Vehicles, or any other vehicle, may be used as a living area or otherwise occupied while located on the Covered Property.

No commercial vehicles shall be parked on streets or Lots in the community. Vendors may park for a reasonable amount of time while rendering a service. Commercial vehicles shall mean any vehicle that (excluding an Owner's or Occupant's work vehicle):

- (i) Displays the name, trade name, telephone number or other identifying information of any business (commercial signage or insignia limited to front door panels will be allowed. Commercial signage or insignia such as “ears and tails,” vehicles with full-body advertising, etc., will not be allowed.), and/or
- (ii) Otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders, etc.), as reasonably determined by the Committee.

This Section shall not prohibit the parking of vehicles protected by A.R.S. §33-1809 or other Applicable Laws.

Rental Rules and Regulations

Prior to occupancy, the Owner must provide the Association a complete Tenant Registration Form signed by the Tenant(s) and Owner. The Tenant Registration Form must be accompanied by a \$25.00 processing fee made payable to the Association. Owners may rent only the entire Lot or dwelling unit. Rentals must be made only to a single family. No Lot may be leased for a period of less than three (3) consecutive months. No gainful occupation, trade or other non-residential use may be conducted on the property for the purpose of receiving products or services related to such usage. Owners must receive Board permission to apply for any rezoning, variances or use permits.

Fine Enforcement Guidelines

The Board may authorize a management representative to conduct frequent inspections of the Covered Property within the Association to review the conditions of each individual Lot in an effort to maintain high property values and to ensure compliance of the Association's Rules and Regulations, CC&R's and By-Laws. The Association's Fine Enforcement Guidelines are described below. Additionally, the Board shall establish a fine schedule. This schedule shall be reviewed and updated on a periodic basis.

1. **FIRST VIOLATION NOTIFICATION (Community Reminder):**

The Association will post Community Reminders on its newsletters. These Community Reminders will serve as a 1st notice for Owners with violations. The violation must be corrected within fifteen (15) days of the date of the Community Reminder. If this situation has already been corrected, we thank you and ask that you disregard the Community Reminder. If there is a question of the validity or you are unsure of how to gain compliance with the violation, or if we can assist in resolving this situation, please feel free to contact the Property Management Company.

2. **SECOND NOTIFICATION (Fine Warning):**

If the violation is not corrected within fifteen (15) days from the date of the Community Reminder, a Fine Warning notice will be mailed to the Owner and tenant (if applicable) requesting corrective action within twenty-one (21) days from the date of the Fine Warning notice. The notice will state that a fine will be assessed if the violation is not corrected within twenty-one (21) days. The notice will also state that an Owner has the right to appeal in writing to the Board. This appeal must be sent certified mail.

3. **THIRD NOTICE (Fine Issued):**

Fines will range in amount depending on the type and frequency of the violation. Typical fines are outlined on the next page (Schedule of Monetary Penalties). All fine amounts will be assessed to the Owner's account. Upon notification of a fine assessment, the Board may assess a daily fine for continual non-compliance, without notice, commencing as of the date of the original fine warning letter. If the violation continues without resolution and correction by the Owner, fines will continue to be imposed and/or increased. The Board shall have the right to remedy the violation and/or take legal action to enforce correction of the violation. All costs incurred in this effort will be the responsibility of the Owner, and will be added to any fees and/or fines which are due. Failure to pay fines shall subject the Owner to the same potential penalties as a failure to pay any assessment, and may become a lien on the property. The Board may, at its sole discretion, issue additional fines every 15 days for uncorrected violations.

4. **COLLECTION OF FINES:**

The Owner of Record will be notified in writing as to the fine amount assessed. The Board reserves the right to seek all available legal remedies in the collection of accumulated fines as well as seek injunctive relief for continued non-compliance. *All attorneys' fees and court costs will be assessed to the Owner's account.*

SCHEDULE OF MONETARY PENALTIES

	Monetary Penalty (Up to Per Day)
Trash/Recycle Containers	\$5.00
Weeds/Untrimmed trees & bushes	\$10.00
Recreational Vehicle (non-RV Status lots)	\$10.00
Vehicle Parking	\$10.00
Vehicle Repair	\$25.00
Signs/Flags/Holiday Lights	\$10.00
Animal Related	\$10.00
Items in View (i.e. Boats, sheds, toy hauler, etc.)	\$25.00
Construction/Repairs/Alterations/Excavation Improvements without DRC Approval	\$200.00
Non-permitted Pool Access	\$1,000.00
Other Monetary Penalties	Determined by the Board of Directors