

**NEPENTHE HOMEOWNERS ASSOCIATION'S
RULES, GUIDELINES, & INFORMATION**



**BASED UPON THE *DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS, AND ALL AMENDMENTS TO THE
DECLARATION, BYLAWS, AND ARTICLES OF INCORPORATION FOR THE
NEPENTHE HOMEOWNERS ASSOCIATION***

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1. BACKGROUND

01/01/01

Nepenthe Development Company, L.L.C., an Arizona limited liability company (“Developer”) adopted that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Nepenthe Community dated as of the 29th day of November, 1995, and recorded December 1, 1995 at Book 3117, Page 605 of the Official Records of Yavapai County, and re-recorded January 18, 1996 at Book 3142, Page 124 (as amended, the “Declaration”). Section 3.11 of the Declaration empowers the Board of Directors (the “Board”) of the Nepenthe Homeowners Association (the “Association”) to adopt, amend and repeal such rules and regulations (the “Association Rules”), as it deems reasonable and appropriate. The Association Rules may govern the use and occupancy of the Common Areas and any other part of the Property and may include the establishment of a system of fines and penalties, which shall be enforceable as Individual Charges. The Association Rules shall be binding upon all Owners, Occupants, and other persons subject to the Declaration.

2. PURPOSE

01/01/01

Each resident at Nepenthe shall have the right to a safe environment, freedom from disturbances and abuses from others, and the right to privacy, as set forth in the *DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (CC&R’s), ARTICLES OF INCORPORATION, and BYLAWS* for the Nepenthe Homeowners Association (NHOA). As a means to further clarify the CC&R’s, the Board of Directors has the right to add to or adjust the existing rules and regulations when the need arises. All rules and regulations apply to Nepenthe homeowners and their tenants equally.

Good community relations, a pleasant and safe environment for all, and the maintenance of property conditions and values can best be accomplished by the receipt of this handbook, outlining existing rules. This handbook is to be used as a guide since it is in conjunction with and in summary of the CC&R’s. All property management rental agents and homeowners have full copies of the legal Nepenthe documents and are available upon request. Each resident is expected to make the commitment to extend cooperation by adhering to the rules stated within.

3. NEPENTHE HOMEOWNERS ASSOCIATION AND GOVERNING BOARD

01/01/01

The NHOA has been incorporated as a nonprofit corporation to serve as a property owners’ association for all of the owners. This includes the protection, improvement, alteration, maintenance, repair, replacement, administration, operation, and other matters as listed in the CC&R’s for the Nepenthe community. This is governed by the NHOA Board of Directors. It is their responsibility to formulate policies and establish means to enforce the rules as stated in the CC&R’s, Articles, and Bylaws.

It is the responsibility of the NHOA Manager to aid in open communication between the Board of Directors and the homeowners/rental agents and their tenants. Good communications by all concerned may prevent minor issues from becoming serious problems.

4. RESIDENTIAL USE**01/01/01**

Each unit at Nepenthe is to be used only for residential purposes. No business may be established that involves the provision of goods or services to people other than the provider's family. "Business" is defined as being a way in which a person, called the provider, receives a fee, compensation, or other form of consideration, regardless of whether it is full or part-time, intends or does generate a profit, or a license is required. However, a home based business which uses only the telephone, facsimile, and/or computer as means of communication is permitted providing there is no detection by sight, sound, or smell from outside the residential lot, does not involve individuals coming onto the lot who do not reside in the unit, is not a nuisance, hazard, nor in any way offensive as defined by the Board of Directors, and no actual or prospective customers, clients, patients, or employees come to the residence. Only one document delivery service is permitted to deliver per business day, i.e., Federal Express, UPS, etc.

5. RENTAL AGENT/RENTAL HOMEOWNER RESPONSIBILITY**01/01/01**

An owner may offer his unit to rent himself or obtain the services of a property manager agent. The rental agreement must be for the entire home, for no more than a single family.

A copy of the *NHOA Handbook of Rules* shall be given to each new rental resident prior to occupancy. A copy of the *NHOA Tenant Information Form and Agreement* (signed by both the homeowner/property manager and the tenant) shall be submitted to the NHOA Manager prior to the tenant's move-in. Failure to do so will be noted by the NHOA Manager and a letter issued to both the homeowner/property manager agent and the tenant giving a forty-eight (48) hour notice to comply. Non-response to this forty-eight (48) hour notice could result in fines or possible lease violations and subsequent eviction of the tenant.

Should a rental resident not comply with the rules and regulations contained in this handbook, and any additional information forwarded thereafter, the tenant, property manager/homeowner will be notified by the NHOA manager. The property manager agent/homeowner, if notified, will then have forty-eight (48) hours to contact the rental resident and request immediate compliance. If the complaint is not resolved, or should it be repeated a second or third time, a letter from the NHOA Manager will be sent to the property manager agent/homeowner, the owner of the unit, the tenant, and the Board of Directors. Should non-compliance continue to occur, the homeowner and/or rental resident may be fined accordingly. Each owner granting lease-hold rights to his property shall remain jointly and severally liable with the tenant for the payment of any fines or penalties resulting from non-compliance of the CC&R's, the deliberate or accidental damage to the exterior of the buildings or common areas, and any other expenses or legal fees incurred due to non-compliance.

REVISED**6. SHORT TERM – FURNISHED VACATION RENTALS****08/01/19**

Arizona SB1350, effective January 2017, allows for rentals of less than 30 days duration. In July 2019 Amendment #3 was passed by a 75% majority of the membership. This Amendment #3 prohibits rentals of less than 30 days. The Lots listed below are "grandfathered" to continue doing short term rentals of less than 30 days as per Arizona SB1350. These "grandfathered" Lots will remain grandfathered until that Lot is transferred completely out of the original ownership. Change of title created by addition or subtraction of an owner such as for a marriage, divorce, death or addition of a child or other person to the existing ownership or transfer of title to a

family/living trust, or other estate planning scenario will not change the grandfathered status of the Lots listed below. All other Lots governed by Nepenthe Homeowners Association presently and in the future may do rentals of 30 days or more.

700 AGAVE
 912 CLIFF ROSE
 918 CLIFF ROSE
 919 CLIFF ROSE
 922 CLIFF ROSE
 188 COLUMBINE
 194 COLUMBINE
 198 COLUMBINE
 203 COLUMBINE
 204 COLUMBINE
 209 COLUMBINE
 412 DESERT POPPY
 420 DESERT POPPY
 422 DESERT POPPY
 426 DESERT POPPY
 609 DESERT SAGE
 611 DESERT SAGE
 612 DESERT SAGE
 35 DESERT WILLOW
 809 DUSTY ROSE
 102 JASMINE
 104 JASMINE
 106 JASMINE
 103 PINE LEAF
 307 PRICKLY PEAR

See Amendment 3 of the Nepenthe CC&R's and Board of Directors resolution titled Administration of Amendment 3 dated 7/26/2019 for detailed information regarding implementation guidelines.

7. VEHICLES

REVISED
 05/01/18

Except as specifically permitted by the Association Rules, no boats, trailers, busses, motor homes, campers, or other vehicles shall be parked or stored in or upon the common areas or upon any residence except within an enclosed garage, *carport* or *reserved parking place*. Motorcycles, motorbikes, or any other licensed vehicle may be parked in place of a vehicle with the same rules as cars and trucks. However, none of the above, including bicycles, are to be ridden or parked on the grass, landscaped rock or on the common areas.

Unlicensed vehicles are prohibited on the Nepenthe streets. The Board of Directors may remove, or cause to be removed, any unauthorized vehicle at the expense of the owner.

No vehicle shall be repaired, serviced or rebuilt on any residence *carport* or upon any common area or any designated parking place. Automobile oil and other auto fluid spillage destroys asphalt roads and *cement carports*. Immediate clean up is the responsibility of the resident. *If the resident fails to clean up, the association will do the cleanup and charge the resident/homeowner accordingly.*

REVISED
05/01/18

8. SPEED LIMIT and STOP SIGNS

The enforced speed limit on all Nepenthe community streets for motorized vehicles is 10 MPH. This speed limit *and stop signs are to provide a safer environment for children* playing and biking as well as *pedestrians and dog walkers, especially after sundown*. See Section 9.8 for penalties for violations.

REVISED
05/01/18

9. PARKING

Our Guest Parking here at Nepenthe is very, very, limited. Every resident has two parking spaces (garage, carport or reserved space). Use of guest parking by a resident creates a great inconvenience when your neighbors have visitors. Please be neighbor friendly and park in your designated space. Also, please help us keep Nepenthe safe for emergency access and beautiful for the residents by not parking on the streets or in front of garage doors. If you have any problems in complying with our parking policies, call the office and we will try to help find a solution.

- 9.1 All owners/residents are provided a minimum of 2 parking spaces. (garage, carport, or reserved parking space)
- 9.2 Owners/residents can make arrangements with a neighbor or with the Homeowners Association office for parking other than their assigned parking.
- 9.3 NHOA will provide additional parking on an as needed as available basis for owners/residents. Permission must be obtained from the office.
- 9.4 Owners/residents cannot use guest parking with one exception: If an owner/resident has visitors that are using their designated parking area, then the owner/resident may use the guest parking.
- 9.5 All guests must park in guest parking or in one of the parking spaces that are designated for the owner/resident whom they are visiting.
- 9.6 ****No parking is allowed on the Nepenthe streets (unless designated), or in front of garages.**
- 9.7 The following units may use the space in front of their garages for their own personal guest parking. They may NOT park their OWN vehicles in front of their garage.

801 Dusty Rose Drive
825 Dusty Rose Drive
843 Dusty Rose Drive
868 Dusty Rose Drive
712 Agave Court
922 Cliff Rose Court

823 Dusty Rose Drive
841 Dusty Rose Drive
851 Dusty Rose Drive
106 Jasmine Court
223 Penstemon
508 Mountain Lilac

39 Desert Willow
 422 Desert Poppy
 301 Prickly Pear

31 Desert Willow
 434 Desert Poppy
 309 Prickly Pear
 100 Jasmine Court

This will make more visitors spaces available for the other owner/residents. If an owner of these aforementioned units does not live there full time and wants to allow a neighbor to use the area in front of their garage for guest parking (NOT owner or resident parking) this is allowable but the office needs to be notified of who can use the space in front of a particular garage for guest parking other than the rightful owner/resident.

A visitor is defined as a guest of an owner, or tenant or short term rental. A VISITOR/GUEST is a person(s) who is not paying any monetary compensation to an owner or property management company for the duration of their visit. Visitors that are expected to stay beyond 15 days should be approved by the manager. Visitors should have a primary address other than Nepenthe.

**** THESE RULES WILL BE ENFORCED AT THE DISCRETION OF THE BOARD OF DIRECTORS AND THE NHOA MANAGER.** The Association realizes that members will occasionally stop in front of their garages or on the street for short periods of time, for loading and unloading purposes. Parking on the street or in front of garages in some areas is more hazardous and obstructive to your neighbors. Frequent or lengthy parking in front of garages or on streets is NOT ACCEPTABLE.

9.8 Penalties for Vehicle Violations: NHOA Management will make every effort to resolve parking, speeding and stop sign violations without imposing penalties and fines. However if management determines that all efforts to resolve the non-compliance have been unsuccessful, then management may proceed with the following:

Non-compliance with any conditions set forth by the Nepenthe Homeowners Association may result in the violator (violator is defined as owner, resident or tenant and is responsible for all guests visiting same) being asked, in writing to attend a Parking Review meeting. If the violator chooses not to attend the meeting as requested, the fine period shall begin the day following the date of the requested meeting. The violator will be subject to a fine of \$10.00 per occurrence. If the fine is not paid within 30 days following the requested meeting, the Board may seek the services of an attorney and/or collection agency in order to collect the fine. All expenses accrued in an effort to receive payment of the fine in addition to the fine itself, shall be charged to and assessed against the homeowner/resident in violation.

10. PETS

**REVISED
 05/01/18**

No animals, including horses, domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred, or maintained for personal or commercial purposes anywhere within the Nepenthe community.

- 10.1 A reasonable number, as defined by the city ordinances, of commonly accepted household pets may be kept by an owner/resident.
- 10.2 No domestic pet, dog or cat, is to be allowed to run free outside of it's owners residence without a leash as established by the Yavapai County code.
- 10.3 It is the responsibility of each owner to carry the necessary materials and to clean up after their dogs *daily in their backyards and on the common areas within the Nepenthe Community. Pet Stations are available at both Nepenthe entrances.* If necessary, reasonable cleanup/repair costs plus a \$10 fine for each occurrence will be charged to the pet owner or the property owner if the pet owner is a tenant.
- 10.4 *No animals or pets are allowed inside the fenced pool area. The only exception is service animals specifically trained by a professional to perform a service.*
- 10.5 ***The water feature at the main entrance is heavily chlorinated and pets should not be allowed to drink the water.***
- 10.6 No *dog or cat* is allowed to be a public nuisance by unreasonably annoying humans.
A public nuisance may be defined as follows:
- A) repeatedly found at large
 - B) causes damage to another owners property or the common area
 - C) molests or intimidates passersby
 - D) chases vehicles
 - E) excessively makes disturbing noises, including but not limited to continued and repeated howling, barking or whining
 - F) *using neighbors property as a cat or dog litter box.*
- 10.6 Each animal must be properly licensed and immunized. Proof of which must be available on demand.
- 10.7 All damage created by a pet is the sole responsibility of the pet owner or the property owner if the pet owner is a renter. Damage to Association property will be repaired by the association and reasonable repair costs billed to the owner. *This includes staining of stucco by male dogs which occurs particularly around garage doors when dogs are given to much leash access when walking.*
- 10.8 **Penalties for Pet Violations:** NHOA management will make every effort to resolve pet violations without imposing penalties and fines. However if NHOA management determines that all efforts to resolve the non-compliance have been unsuccessful, then NHOA management may proceed with the following:

Fine Provision: Pet owners or the unit owner if the pet owner is a renter are subject to a fine of \$10 for each violation of these rules by their pet and an additional \$10 per day until remedied.

Pet Removal Provision: Pets that repeatedly violate these rules may be required to be permanently removed from the property. In such case, the pet owner, or the property owner if the pet owner is a renter, will be given a 10 day notice to remove

the pet from the property. If the pet is not removed by the deadline, a fine of \$10 per day will be chargeable to the property owner and subject to normal collection procedures established by the association.

Right of Appeal: Appeals must be received in writing by the Board of Directors, or NHOA manager, before the notice deadline. If the pet in question belongs to a renter, the appeal must be made by the property manager or owner of the property.. Once an appeal is received, the BOD, or the NHOA manager, will schedule a meeting as soon as possible and no later than 14 days, to review the matter with the pet owner, and property owner and/or property management agent. No further fining will take place pending the outcome of the appeal. If the Board, or NHOA manager, does not schedule a meeting within 14 days as required, the matter may be considered dropped. The BOD's, or property manager's decision on the appeal is final. If the appeal is rejected, fines and other provisions become effective three days following written notification to the property owner.

Collection Provision: All fines, costs and expenses necessary to enforce this rule will be levied against the property owner and shall be an assessment against the owners property and subject to all lien and collection powers of the Association.

11. SAFE PLAY FOR CHILDREN

REVISED
05/01/18

Each resident in Nepenthe is expected to be aware of the need for children's safety and make judgments accordingly. Since children are unpredictable and unaware of many potential dangers, residents are expected to take caution with the expectation that a child at play or on a bicycle may make a sudden move that could endanger themselves. As adults, we are all responsible for the safety of all the children when they are outside of their homes.

Likewise, parents and guardians are responsible for teaching their children about safety and also about property rights *and following rules*. Toys which in any way pose a danger to people, animals, or property are not permitted at any time, i.e., slingshots, BB guns, archery, baseballs, etc. No children are to play in the streets or the common areas other than the pool and grassy patches.

11.1 Unlicensed, motorized go peds, skateboards and scooters, are not allowed on Nepenthe streets or common areas. *Drones and remote controlled cars and planes are prohibited on Nepenthe property.*

12. POOL AND SPA

REVISED
05/01/18

Pool and Spa Regulations. It is mandatory that residents and their guests adhere to the pool rules. These rules have been given to each homeowner and resident, and are often discussed in the newsletters. Each person is expected to be respectful for the health and safety of others in regard to smoking, volume of radios and talking, cleanliness in the restrooms, playing games in the pool, etc. Should a problem occur, please notify the manager immediately. Should an emergency occur, please call 911 and then notify the manager. USE YOUR KEY TO GET IN AND OUT. PLEASE DO NOT LEAVE THE GATE OPEN FOR ANY REASON. LATCH

THE GATE SECURELY WHEN YOU ENTER AND LEAVE. DO NOT ALLOW ANYONE INTO THE POOL AREA THAT DOES NOT HAVE A KEY. THIS IS A SAFETY AND LIABILITY ISSUE.

- 12.1 Pool Hours are 7:00 A.M. to 10:00 P.M.
- 12.2 Only residents and their guests have access to the pool area. Guests MUST be accompanied by a resident.
- 12.3 The pool cannot be reserved for a single group exclusively
- 12.4 Residents are limited to two (2) guests at any one time and must accompany their guests while using the pool facilities. Individuals shall contact the Association office for approval for more than *two* guests. .
- 12.5 Children under the age of sixteen (16) shall not use the pool without an adult in attendance.
- 12.6 Children under the age of ten (10) may not use the spa at any time. Children ages 10-14 may only use the spa when accompanied by an adult.
- 12.7 Children wearing diapers must wear rubber pants. *Any potty accidents in the pool must be immediately cleaned up by the adult responsible and reported to the NHOA manager for further evaluation of potential health hazards.*
- 12.8 Pets are not permitted in the pool/spa area. *The only exception are service animals specifically trained by a professional for the service provided.*
- 12.9 All food and beverages must be in unbreakable containers. NO GLASS.
- 12.10 Each resident is responsible for cleaning up after themselves and their guests by putting your trash and cigarette butts in the appropriate receptacle.
- 12.11 No person under the influence of alcoholic beverages is permitted in the pool or spa area.
- 12.12 Running, "horseplay", boisterous noise, dangerous conduct or any disturbing activity is not allowed in or around the pool. Bikes, scooters and skateboards are no allowed in the pool area.

When using the spa, the cover should be placed on the designated rack and returned to The spa when finished
- 12.13 ARIZONA STATE LAW PROHIBITS DIVING INTO THE POOL.
- 12.14 Pool safety equipment is not to be used except in case of an emergency.
- 12.15 It is recommended that pregnant women, small children, all infants, and People with any medical conditions should not use the spa without consulting a physician.

- 12.16 **NO LIFEGUARD WILL BE ON DUTY.** Anyone using the pool facilities does so at their own risk. The Nepenthe Homeowners Association is not responsible for personal injury, injury to another or property damage.
- 12.17 **POOL PARTIES:** A pool party is defined as a gathering of five or more guests of a resident who are using the pool, spa, and/or pool area for entertainment and/or a celebration. Following are guidelines specifically for pool parties:
- a) All parties must be scheduled by submitting a “Pool Party Request and Information Form” to the administrative manager at least one week prior to the party.
 - b) The resident having the party is responsible for informing their guests of the pool and spa rules.
 - c) A \$100 refundable damage/cleanup deposit fee is to be paid when the written request is submitted. The deposit fee will be returned within 72 hours after the event provided there is no damage to the pool, spa, or any property within the pool area and no additional cleaning is necessary in the pool, spa or restrooms.
 - d) Only one pool party may occur during a single time period. Parties shall be no longer than a 3 HOUR time period during the posted hours that the pool is open. (7am-10pm)
 - e) The pool area may NOT be reserved exclusively for a party. Other residents WILL NOT be restricted from using the pool during a pool party.
 - f) One of the two ramadas may be reserved.
 - g) Individual residents are limited to one pool party per month
 - g) The pool area may be decorated 30 minutes prior to the party. However all decorations must be removed immediately if it begins to rain or at the end of the event. Decorations may not be placed in such a way as to prevent other residents from using the pool or pool area.
 - h) Parties for CHILDREN between the ages of 1 and 12 require the ratio of one adult for every three children (1:3). Parties for children between the ages of 13 and 17 require the ratio of one adult for every five children (1:5). An adult is defined as a person over the age of 18.
 - i) All utensils, dishes, and containers must be non-breakable.
 - j) Trash is to be removed from the pool area in bags provided by the resident and NOT put in the trash containers at the pool.
 - k) Immediately following the party the pool area must be cleaned up, all pool property returned to its normal locations, trash removed, and the restroom cleaned.

12.18 Penalty for Non-compliance. If the Pool Rules for the Pool and Spa are not followed, a written request in the form of a letter will be sent to the violator asking him/her to respond, in writing to the Board of Directors or by attending a Board Meeting. The letter will state the time, date and location of the next meeting. The violator will be asked to share with the Board members the reasons for non-compliance. In the event the violator chooses not to respond as requested, the homeowner/resident will not be permitted to use the pool until he/she meets with the Board. If an owner/resident is cited by the Board for non-compliance of the pool rules three (3) times in a twelve (12) month period the violator will not be permitted to use the pool and spa for a period of time to be determined by the board.

12.19 Penalties for Damage. Should someone damage anything in the pool area, the violator will be asked in writing to attend a hearing to discuss this issue with the Board. Should the violator choose not to attend, they will lose their pool privileges and be fined for the cost of the damage. The fine period shall begin the day following the date of the requested meeting and continue until the damage is paid. An accumulated interest and a penalty fee shall be added if the fine is not paid within thirty (30) days. In the event this fine is not paid within a reasonable length of time, the Board may seek the services of an attorney and/or a collection agency in order to collect the fine. ALL EXPENSES ACCRUED IN AN EFFORT TO RECEIVE PAYMENT OF THE FINE, IN ADDITION TO THE FINE ITSELF, SHALL BE CHARGED TO AND ASSESSED AGAINST THE HOMEOWNER/RESIDENT.

And more “GUIDELINES”

FOOD and BEVERAGES should not be consumed while in the pool or spa. Food and beverages should not be placed at the perimeter of the pool or spa.

CLOTHING – Appropriate swimming attire should be worn if entering the pool, spa *and shower area*. Jeans and shorts are not acceptable. The amount of soap residue contained in normal clothing can seriously jeopardize the chemical balance in the pool and especially in the spa. **Nude lounging, swimming or showering is strictly prohibited**

CHILDREN – Need to be supervised and taught appropriate behavior and pool etiquette. Lounges and chairs are not to be placed in the pool for any reason. Rocks should not be thrown into the pool. Children also have a tendency to overuse toilet paper when they have been swimming and their entire bodies are wet. This causes the plumbing to backup and be unavailable for the use of other swimmers.

RAILINGS – are for assistance in entering and leaving the pool and spa and should not be used as gymnastic or exercise equipment. Loose railings are a serious issue for our handicapped residents.

SHOWER – The shower is provided for the purpose of rinsing your body before and after using the pool. All other personal grooming in the shower or at the pool and spa area is inappropriate. Soap and other residues which result from personal grooming can result in the breeding of unhealthy bacteria.

13. TRASH

**REVISED
05/01/18**

Each Nepenthe unit has a trash container that is to be kept in the designed location, behind the wrought iron fence or inside the utility area. Trash pickup is very early Monday mornings. The container must be put in front of the garage with the opening for the trash can facing the street on Sunday evening. Containers must be **four feet away from any obstruction**, including the garage door in order for the automated trucks to be able to empty the containers without damage to the buildings. *Avoid placing trash cans under trees that can be damaged when the can is lifted up to be dumped in the truck* Please return the containers to their designated location no later than Monday evening.

Our trash collection service is provided by **TAYLOR WASTE, Inc**
Their Service Description is as follows:

- 13.1 Extra household rubbish outside of the carts must be bagged and will be collected, The charge will be \$1.25 per bag and must have **Taylor Waste prior approval**. Extra collection charges will be billed to the resident.
- 13.2 Pick-ups of special items, like appliances, construction debris, bulky items, etc....., Is not included in the NHOA trash contract. Residents must make their own arrangements with a handyman for removal of these type items. You may call the office for suggestions.
- 13.3 *Recycle Service is not included with the trash pick up due to the variations in peoples interpretation of what is recyclable in Sedona vs. other cities.*
- 13.4 *Residents may establish and pay for recycle service with their vendor of choice.*
- 13.5 *The Sedona recycle center is located just south of Nepenthe on Shelby if residents want to do their own recycle.*
- 13.7 Any questions or concerns regarding trash service should be directed to the association manager at 282-9344. The manager will then contact **Taylor Waste**.

14. PEST CONTROL SERVICES

**REVISED
05/01/18**

*NHOA contracts with an Arizona certified pest control company, to spray the front perimeter of the buildings once each month. **If you do not want the perimeter of your home sprayed monthly**, or if you have any questions about this service, please contact the NHOA Manager at 282-9344.*

*If you would like to have the inside of your residence sprayed, please call the NHOA Manager to be added to the schedule. The charge is \$10/month and must be paid in advance. *This service is provided on one scheduled day each month. The NHOA manager will accompany the serviceman and provide key access to any home that wants service but residents are unavailable for access.**

REVISED

15. COMMON AREA/AREA OF COMMON RESPONSIBILITY 05/01/18

Landscaping In the Common Areas and Areas of Common Responsibility. No homeowner or resident shall, at any time, modify or change the landscaping in either the *common area* or the *area of common responsibility* without prior written approval from the Board of Directors. *Forms are available from the office. Area of Common Responsibility is defined as that area outside the footprint of the house and backyard, including all front walks, entrances, exterior walls, privacy walls, and backyard fences. These areas are owned by the homeowner but maintained by the association. Area of Common Responsibility also includes a portion of the lot that some homeowners own but have a signed addendum relegating to the Association responsibility for the maintenance, repair and replacement of the landscaping in that area. Common Area is defined as all the land that is owned by the association.*

15.1 Limitations. No one shall prune, trim, dig, plant, replace, remove, or transplant any vegetation, rock, or water system in the *Common Area* without prior written approval by the *Board of Directors*. In addition, this includes altering and/or modifying in any way *the common area* or *the area of common responsibility* with benches, garden decorations, statues, birdbaths, flags, rocks, *potted plants*, children's toys or play equipment, and other free standing or permanent fixtures.

15.2 Approval. To obtain approval for modification of landscaping not limited to those described in 15.1 above, a homeowner shall obtain a copy of the *NHOA Landscape Modification Form* from the NHOA Manager at the NHOA Office. The form must be completed in its entirety and submitted for approval through the NHOA Manager. The request will be reviewed by the *BOD* and approved or disapproved within thirty (30) days using the following criteria:

- Design and aesthetics consistent with the southwestern theme o
- Installation and ongoing maintenance plan
- Proposed date of completion
- Impact on Nepenthe property values
- Impact on neighboring property

A NHOA Manager will inspect the project upon completion to assure the *BOD* that the project was completed within the established and approved specifications as well as the designated time frame.

15.3 Penalties for Landscaping Violations. Failure to submit and obtain written approval before making any changes upon the *common area* or *area of common responsibility* may result in the violator being required to remove, change, or modify whatever has been done at the violators expense. Non-compliance with any conditions set forth by the Nepenthe Homeowners Association may result in the violator being asked, in writing, to attend a hearing with the *BOD*. The written request shall state the date, time, and location of the meeting. The violator could be subject to a fine up to \$100.00 per infraction, per each seven days and/or part of a seven-day period that the infraction exists. If the violator chooses not to attend the meeting as requested, the fine period shall begin the day following the

date of the requested meeting and continue until the infraction is corrected. An accumulated interest and a penalty fee shall be added if the fine is not paid within thirty (30) days. In the event this fine is not paid within a reasonable length of time, the Board may seek the services of an attorney and/or a collection agency in order to collect the fine. ALL EXPENSES ACCRUED IN AN EFFORT TO RECEIVE PAYMENT OF THE FINE, IN ADDITION TO THE FINE ITSELF, SHALL BE CHARGED TO AND ASSESSED AGAINST THE HOMEOWNER/RESIDENT.

16. BACKYARDS

REVISED
05/01/18

Landscaping in Backyards. Following are the guidelines to be used when landscaping or modifying the existing landscaping in the backyard, which is that area inside the exterior walls, privacy walls, and backyard fences.

- 16.1 Recommendation. Backyard landscaping shall be a combination of hardscape (rock, cement, tile, flagstone) and softscape (small trees, bushes, vines, plants, grasses). The objective for backyard landscaping is to develop an attractive design that enhances the value of the unit property as well as the overall property of the Nepenthe Community keeping the Sedona southwestern theme and colors prominent. There will be an ongoing inspection by the manager to assure the highest level of maintenance throughout Nepenthe.
- 16.2 Trees. The placement of trees shall not obstruct the views from any neighbors' backyard. Owners shall consider the "full growth" height and diameter of the tree(s) before planting. Should an owner, new or existing, request that a *view obstructing* tree(s), located on an owners property, be trimmed or removed, the homeowner will be notified in writing and given thirty (30) days to trim or remove the tree(s). The owner of the tree(s) in question may request a hearing with the *BOD*. If the *BOD* determines that the tree(s) should be trimmed or removed, the thirty (30) day compliance period will commence the day following the Board's decision. *All vegetation must be planted far enough away from the structure to prevent the vegetation from touching the structure. In addition, no planters should be constructed in a way that requires watering next to the foundation of the structure.*
- 16.3 Shrubs and Vines. All shrubs and vines shall be maintained at a height no greater than the privacy wall separating each backyard. *Vines shall not be allowed to grow on the stucco surface of the building. Vines can be grown on fences and privacy walls.*
- 16.4 Irrigation. All hand watering and automatic irrigation systems must be contained to your own yard, unless prior approval for common area or area of common responsibility landscaping and watering has been granted by the *BOD*. No over spray or seepage will be allowed to enter either your neighbor's yard or adjacent/common open space. Under NO circumstances is any homeowner permitted to hook-up to the common ground watering system.

- 16.5 Ground Cover. Hard surfaces are considered suitable coverage for backyard areas. Recommended surfaces are landscape rock, pavers, brick, and concrete, all within the Nepenthe southwestern colors. *Proper slope and drainage shall be included in the design of hard surface or landscaped yards to provide adequate runoff and avoid drainage into your neighbor's yard, adjacent/common open space or back towards the structure.*
- 16.5a Bare Dirt. All ground area must be covered either with HARDSCAPE (rock, cement, tile or flagstone) or SOFTSCAPE (small trees, bushes, vines, plants, or grasses).
- 16.6 Maintenance. Maintenance of the individual backyard landscaping shall be the responsibility of the homeowner. This includes the trimming or removal of view obstructing trees or plants, as well as the irrigation systems in each homeowner's backyard. Any diseased or dead plants shall be removed within 30 days.
- 16.6a Weeds. All backyards must be weed free at all times.
- 16.6b Animal Waste. Animal Waste must be removed and properly disposed of on a daily basis.
- 16.6c Patio and backyard areas must be clean, sanitary, uncluttered and attractive. Every effort should be made to keep the area clear of debris and unsightly objects. Only standard backyard amenities (barbeques, patio furniture, potted plants, spa's, children's play sets, fountains, etc) should be visible in the rear yards.
- 16.7 Installations. Installations such as satellite dishes and accompanying wire, lighting, patio covers, flagpoles, and any built-in item, such as barbecues or fountains (excluding any pieces that are free standing and unattached), requires prior written approval by the BOD. Absolutely no additions or changes, including but not limited to the items listed above, may be made to any structure without written approval.
- 16.7a Bamboo Shades & Sun Screens A roll down shade screen, matching the Nepenthe beige color may be hung on the patio to block the sun. The roll down shade must be kept in good condition, sized to fit the patio, and rolled up when not providing protection from the sun. *Sun Screens on windows are acceptable in dark brown or black color only. Color matching of screen to stucco is not acceptable as it changes the architectural integrity of the building.*
- 16.7b Clothes drying equipment is not permitted outside of the unit nor is the drying of clothing or linens by hanging articles on privacy walls or backyard fences.
- 16.7c Wind Chimes. Wind Chimes can be hung from patio areas; however, they are subject to review and removal by the NHOA Manager based on disruption of your neighbor's quiet enjoyment of their home.

16.7d Reflective foils covering windows and doors are not approved.

16.7e Chicken wire may be installed at ground level on metal fences in order to contain animals within the yard or out of the yard. This should be installed with “zip” ties and not metal fasteners.

16.7f Metal Fencing at the back of the yard or between neighbors may not be covered with any other material. Growing vines or plants, near or attached, to the metal fencing may be used for privacy issues.

16.7g Any attachments to the top of the privacy walls between neighbors must be approved by the BOD and the impacted neighbor.

16.7h Feeding birds is prohibited due to the attraction of ants, rats, and roaches to the seed that falls on the ground. Next... snakes are attracted to the area for hunting rats and birds. Hummingbird feeders are acceptable. Also, there are many plants and trees on the common area that are attractive to birds.

16.8 Approval. To obtain approval for any changes or modifications to an existing structure a homeowner shall obtain a copy of the *NHOA Landscape Modification Form* from the NHOA Manager at the NHOA Office. The form must be completed in its entirety and submitted for approval through the NHOA Manager. The request will be reviewed by the *BOD* and approved or disapproved within thirty (30) days using the following criteria:

- Design and aesthetics consistent with the theme of Nepenthe
- Installation and ongoing maintenance plan
- Proposed date of completion
- Impact on Nepenthe property values
- Impact on neighboring property

The NHOA manager will inspect the project upon completion to assure the *BOD* that the project was completed within the established and approved specifications as well as the designated time frame.

16.9 Recommended Plant List. The following list is to be used as a guideline. Homeowners are not limited to this list but plants should be chosen so they fall within the guidelines of 6.1 – 6.9:

- Large Evergreen Shrubs:

Euonymus japonicus	Pyracantha Graberi
Euonymus	Ligustrum ‘Texanum’
Texas Privet	Blue Phitzer Juniper
Photinia fraseri	Cotoniaster Parneri

- Meduim/Small Evergreen Shrubs:

- | | |
|----------------------------------|-----------------------------|
| Abelia grandiflora | Cotoneaster 'glauca' |
| Juniperus Species | Euonymus 'Microphylla' |
| Nandina domestica | Yucca Species |
| Raphiolepis indica | Rosmarinus officinalis |
| Abelia | Viburnum tinus 'compactum' |
| Grey cotoneaster | Junipers |
| Little-Leaf euonymus | Nandina |
| Indian Hawthorn | Rosemary |
| Spring bouquet | Yuccas |
| • <u>Large Deciduous Shrubs:</u> | |
| Buddleia davidii | Butterfly bush |
| Crape Myrtle | Lagerstroemia indica |
| Syringa vulgaris | Lilac |
| • <u>Medium/Small Deciduous:</u> | |
| Berberis 'Crimson Pigmy' | Caesalpinia gilliesii |
| Rosa Species | Potentilla fruticosa |
| Salvia greggii | Roses |
| Mexican Bird of Paradise | Red leaf barberry |
| Salvia | Bush cinquefoil |
| Purple plum bush | Almond Bush |
| Spiraea | |
| • <u>Vines:</u> | |
| Campsis radicans | Lonicera japonica halliana |
| Trumpet Creeper | Trachelospermum jasminoides |
| Star Jasmine | Hall's Honeysuckle |
| Crossvine | Carolina Jasmine |
| • <u>Groundcovers:</u> | |
| Cotoneaster species | Low-growing Cotoneaster |
| Euonymus radicans | Teucrium chamaedrys |
| Winter creeper | Low-growing Junipers |
| Germander | Verbena gooddingii |
| Verbena | Rosa 'Flower Carpet' |
| Flower Carpet | Trailing rosemary |
| Rosmarinus prostratus | Juniperus species |
| Vinca Minor | Chinese Jasmine |
| Carpet Junipers | |
| • <u>Grasses:</u> | |
| Pampas Grass | Kentucky Bluegrass |
| Fountain Grass | |

16.10 Penalties for Landscaping Violations. Failure to submit and obtain written approval before making any changes or modifications upon the building structures, including but not limited to the walls, fences, roof, and sides of the units may result in the violator being required to remove, change, or modify whatever has been done and return it to its original condition at the violators

expense. Non-compliance with any conditions set forth by the Nepenthe Homeowners Association may result in the violator being asked, in writing, to attend a hearing with the *BOD*. This letter shall state the date, time, and location of the meeting. The violator could be subject to a fine up to \$100.00 per infraction, per each seven days and/or part of a seven-day period that the infraction exists. If the violator chooses not to attend the meeting as requested, the fine period shall begin the day following the date of the requested meeting and continue until the infraction is corrected. An accumulated interest and penalty fee shall be added if the fine is not paid within thirty (30) days. In the event this fine is not paid within a reasonable length of time, the BOD may seek the services of an attorney and/or a collection agency in order to collect the fine. ALL EXPENSES ACCRUED IN AN EFFORT TO RECEIVE PAYMENT OF THE FINE, IN ADDITION TO THE FINE ITSELF, SHALL BE CHARGED TO AND ASSESSED AGAINST THE HOMEOWNER/RESIDENT.

**REVISED
05/01/18**

17. ARCHITECTURE AND DESIGN

Alteration of Exterior Walls, Wooden Patio Structures, and Backyard Fences/Walls that Are Not Shared Elements. No homeowner or resident shall, at any time, structurally modify or change the exterior walls, wooden patio structures, or unshared fences/walls without prior written approval from *the BOD*.

17.1 Limitations. No one shall paint, re-texture or structurally alter exterior walls or backyard fences/walls without prior written approval by the *BOD*. In regards to wooden patio structures, painting or structurally altering these structures must be approved by *the BOD*, but owners or residents may hang plants and decorative fixtures consistent with the theme of Nepenthe. Other limitations include, but are not limited to, altering or structurally modifying in any way the aforementioned structures with flags, basketball backboards, wall statuary, murals, paintings, re-textured surfaces, awnings, and other permanent fixtures (as further clarified in the *Cc&R's*, 10.2.3, page 39).

17.2 LIGHTING: No spotlights, flood lights, or other high intensity lighting is to be placed or utilized upon the property which, in any manner, will allow light to be directed or reflected on a common area or any other property or lot.

*Installation of low voltage lighting in the front entryways is acceptable
Installation of a small night lite, which is activated at dark is highly recommended for owners of "A" units. (2bedroom, 1bath) to install at the front entrance. The architecture of this entryway is very attractive to bats and lighting will deter them.*

17.3 DOORS and WINDOWS:

- A) reflective foil *covered* windows are not allowed
- B) garage doors must be kept closed except when being used for ingress/egress of a vehicle.
- C) Screen Doors for the front entry doors have been approved. Information on the approved model and ordering procedures is available from the NHOA Manager. *Screen Doors must match the color of the front door.*

- D) Changing of two single garage doors (C and D units only) to a single large door is acceptable but requires approval by the *BOD* and a licensed contractor must be used.
- E) Solar window screens are allowed in a dark brown or black color. Matching screen to stucco color is not acceptable.
- F) Any window replacements must be done with a flush fin type window. This is a new frame put inside the old frame and requires no stucco work. Notify office prior to commencement.

17.4 SATELLITE DISHES: If complying with the FCC regulations of 39" or less, may be put on a residential building. NHOA Manager must be present at installation to provide guidance for dish placement and wiring approval. 48 hour notice to NHOA Manager is required.

17.5 ROOFS: Residents are not allowed to stand or climb on the roofs for any reason. If a resident perceives a need to access the roof or hires a contractor for purposes such as vent or chimney cleaning, they are requested to notify the NHOA Manager prior to actually going on the roof.

SOLAR TUBES have been approved for installation by a licensed contractor in conjunction with a NHOA approved roofer. This installation requires an approved NHOA Architectural-Landscaping Modification form.

17.6 REAR PATIO COVERS: *LEXAN*, clear plastic, on rear patios is maintained by the HOA. These covers may not be removed or altered by the residents.

17.7 Approval. To obtain approval for modification of architectural features, not limited to those described in Subsection 17.1 above, a homeowner shall obtain a copy of the *NHOA Architectural-Landscaping Modification Form* from the NHOA Manager at the NHOA Office. The form must be completed in its entirety and submitted for approval through the NHOA Manager. The request will be reviewed by the *BOD* and approved or disapproved within thirty (30) days, providing no additional information is requested, using the following criteria:

- (a) Consistency of design with the southwestern theme of Nepenthe;
- (b) Proper installation;
- (c) Adequacy of ongoing maintenance plan;
- (d) Proposed date of completion; and
- (e) Potential for negative impact on Nepenthe/neighborhood property values.

The NHOA Manager will inspect the project upon completion to insure the *BOD* that the project was completed within the established and approved specifications as well as the designated time frame.

17.8 Penalties for Architecture and Design Violations. Failure to submit and obtain written approval before making any architectural or design changes, as described above in Subsections 7.1 thru 7.6 may result in the violator being required to remove, change, or modify whatever has been done. Such work will be at the violator's expense. Non-compliance with any conditions set forth by the Nepenthe

Homeowners Association may result in the violator being asked, in writing, to attend a hearing with the *BOD*. The written request shall state the date, time, and location of the meeting. The violator could be subject to a fine of up to \$100.00 per infraction, per each seven days and/or part of a seven-day period that the infraction exists. If the violator chooses not to attend the meeting as requested, the fine period shall begin the day following the date of the requested meeting and continue until the infraction(s) is corrected. An accumulated interest and penalty fee shall be added if the fine is not paid within thirty (30) days. In the event this fine is not paid within a reasonable length of time, the *BOD* may seek the services of an attorney and/or a collection agency in order to collect the fine. ALL EXPENSES ACCRUED IN AN EFFORT TO RECEIVE PAYMENT OF THE FINE, IN ADDITION TO THE FINE ITSELF, SHALL BE CHARGED TO AND ASSESSED AGAINST THE HOMEOWNER/RESIDENT IN VIOLATION.

18 EXTERIOR SITE WALLS RUNNING ALONG LOT LINES AND OTHER SHARED ELEMENTS

**REVISED
05/01/18**

Exterior Site Walls Running Along Lot Lines and Other Shared Elements (collectively, "Party Walls and Fences"). Owners of contiguous lots who share a Party Wall or Fence shall have equal rights to use the shared elements. Use by one owner must not unreasonably interfere with the use and enjoyment of the Party Wall or Fence by any other owner.

- 18.1 Limitations. If a Party Wall or Fence is damaged or destroyed through an act of neglect of an Owner, Member, Occupant, or any other individual or entity for whom an Owner is responsible, it will be the responsibility of that Owner to rebuild or repair the damaged shared elements without any cost to the Association or any other Owner (or other individual or entity) sharing the Party Wall or Fence (as stated in the *CC&R's*, 11.19.2, 11.19.3, 11.19.5, page 46). No added structure shall exceed the height of the existing stucco wall. Furthermore, there shall be no impairment of the structural integrity of any Party Wall or Fence without prior written consent of *BOD* and all Owners sharing the Party Wall or Fence (as stated in the *CC&R's*, 11.19.4, page 46).
- 18.2 Approval for Modifications to Shared Elements. Since almost any construction near or on a shared Party Wall or Fence has the potential for altering structural integrity, owners wanting to initiate modifications must adhere to the following process:
- (a) Contact the Owners sharing the Party Wall or Fence, and the Association by presenting their plans for construction and/or modifications.
 - (b) Once the plan is agreed upon in writing by all Owners sharing the Party Wall or Fence, the homeowner initiating the modification changes must submit a request to the *NHOA BOD* for approval or disapproval. Copies of written approvals from affected neighbors should be attached to the request form. The homeowner may be present at the meeting of *the BOD* to further explain the modification plan. The decision of *the BOD* will be

given to the homeowner in writing within thirty (30) days from the date the request is received at the Association office. The thirty-day (30) period is binding if all requested and pertinent information is submitted with the request form. Should more information be needed, the thirty (30) day period shall begin when the additional information is received at the Association office.

19. MAINTENANCE OF NEPENTHE HOMES

REVISED

05/01/18

Each resident is responsible to maintain and keep his property safe, sound, and in sanitary condition. Following is a list detailing which items should be maintained by the homeowner and which items are maintained by the association.

EXTERIOR STUCCO SURFACE And TRIM

Assoc. – Repair, Replace, Paint

GUTTERS & DOWNSPOUTS

Assoc. – Repair, Replace, Paint

ROOFS & ROOF FLASHINGS

Assoc. – Repair, Replace

WOODEN CARPORTS, ENTRY OVERHANGS, WOODEN BACK PATIOS, WOODEN GATES

Assoc. – Repair, Replace, Paint

METAL CARPORT COVERS

Assoc. – Repair, Replace

LEXAN – REAR PATIO COVERS and FRONT PORCH COVERS

Assoc. – Repair, Replace

FRONT DOORS, OUTSIDE STORAGE/CLOSET DOORS

Assoc. – Exterior, Repair, Replace, paint

WROUGHT IRON FENCING

Assoc. – Repair, Replace, Paint

FRONT ENTRY SIDEWALKS, CARPORT CEMENT

Assoc. – Maintain, Repair, Replace

PRIVACY WALLS BACK & FRONT

Assoc. – Maintain, Repair, Replace, Paint

SIGNAGE AT ENTRY, STREETS, AND MISC

Assoc. – Repair, Replace

PRIVATE STREETS & PARKING AREAS

Assoc. – Clean, Repair, Replace, Restripe

COMMON AREA LANDSCAPE & IRRIGATION

Assoc. – Repair, Replace, Maintain

POOL, POOL DECK, FURNITURE & EQUIPMENT

Assoc.- Repair, Replace, Maintain

SKYLIGHTS

Assoc. – Maintain, Repair and Replace

COSTS PAID BY OWNER

GARAGE DOORS

Assoc. – Paint

OWNER - Repair and Replace Door, Maintain and replace Opener

FRONT SECURITY (SCREEN) DOORS (see sec. 17.3)

OWNER – Purchase, Repair, Replace

FIREPLACE & CHIMNEYS (see Sec 27)

Assoc. - Exterior repairs and chimney cap

OWNER – Cleaning, inside repairs

INSECT & PEST CONTROL (see Sec 14)

Assoc. - Unit exteriors and wood boring or stinging insects

OWNER – Unit interiors

PLUMBING (see Sec 27)

Assoc. – Common Supply and Drain Lines

Irrigation, Controllers, Valves, Timers, Backflow Devices

OWNER – Unit Supply & Drain Lines from Connection with Water Co. Meter

Interior Fixtures & Water Shut off Valves, Hot Water Heater, Outside Water Spigots, Sewer Access Piping.

ELECTRICAL (see Sec 27)

Assoc. – Exterior Light Fixtures, Address Light Fixtures, Main Electrical Panel at end of Building.

OWNER – Wiring from Meters and Panels to House Breakers, Exterior Outlets, Interior Outlets, Switches, Interior Fixtures, Wiring to Exterior Fixtures, doorbells & address lights.

FIRE SUPPRESSION SYSTEM (see Sec 27)

OWNER – Valve and Valve Box to unit. Interior piping, testing

WINDOWS, SCREENS, SCREEN DOORS & PATIO DOORS (see 17.3)

OWNER – Repair, Replace, Notify office prior to replacement

UNIT PERIMETER – WALL STUDS & INSULATION

Owner – Repair and Replace

ADJOINING WALLS – WALL STUDS & INSULATION

OWNER – Repair and Replace

UNIT INTERIOR

OWNER– Repair, Replace

SMOKE ALARMS

OWNER - Repair, Replace every 10 years

LOCKS on GATES & DOORS

OWNER– Repair, Replace.

Gates are master keyed & should**Not be changed**

ANY DAMAGE CAUSED BY AN OWNER, TENANT OR GUEST TO AN AREA OF ASSOCIATION RESPONSIBILITY WILL BE CORRECTED BY THE ASSOCIATION AND THE COST WILL BE CHARGED TO THE OWNER. EG. IF AN OWNER CAUSES STUCCO DAMAGE TO THE OUTSIDE OF THE BUILDING IT WILL BE FIXED BY THE ASSOCIATION BUT THE OWNER WILL PAY FOR THE REPAIR.

20. INSURANCE**REVISED
05/01/18**

The NHOA is responsible for comprehensive liability insurance and property insurance on the common areas and the exterior portion of each building. NHOA also carries Fire Insurance on each unit for each homeowner. Your personal possessions are **NOT** covered by the fire insurance policy that the NHOA carries for each homeowner. If you have any questions regarding insurance coverage please call the administrative manager, who will answer your questions or provide you with the insurance carriers name and telephone number.

The insurance coverage revisions in Amendment #2 of the NHOA CC&R'S states that "each owner shall be responsible for determining which items are included within the coverage maintained by the Association".

Based on written and verbal communication received from our insurance carrier, the NHOA policy covers complete replacement of each unit to the same condition that it was *before the claim*.

EACH HOMEOWNER IS RESPONSIBLE FOR AN INDIVIDUAL \$5,000 DEDUCTABLE. Coordinate your HO6 policy to provide coverage for the deductible.

EACH HOMEOWNER IS RESPONSIBLE FOR LIABILITY ON THE INSIDE OF THE HOME.

EACH HOMEOWNER IS RESPONSIBLE FOR COVERAGE FOR THEIR PERSONAL POSSESSIONS,

AN HO6 POLICY COVERS THE ABOVE LIABILITY AND PERSONAL POSSESSIONS AND SHOULD COST BETWEEN \$250 AND \$350 DEPENDING ON YOUR CARRIER. If you are paying more than this amount contact the NHOA manager.

The NHOA policy covers theft and vandalism of insured items eg. toilet, stove.

Theft and vandalism is only covered for 60 days after a unit becomes vacant.

Fire Coverage has no limit on occupied or vacant.

**REVISED
05/01/18**

21. GUIDELINES FOR SIGNS

Except as stated below, no sign of any kind may be displayed to the public view from any residence or common area, including the streets without approval of the Board of Directors.

21.1 OPEN HOUSE:

- a) Signs must be professionally produced. IE; no homemade signs or signs on boxes.
- b) Signs should be an "industry standard" size. Approx 18" X 24"
- a) Signs designated "OPEN HOUSE" may also include Real Estate Company name and/or For Sale by Owner, Real Estate agents name and/or owners name, telephone number, and address of the property being shown.
- b) Signs may be posted from 9am to 5pm for a maximum of two days within a seven day period.
- c) A minimum of two or a maximum of five signs may be allowed on the Nepenthe common areas depending on the location of the unit being shown as an open house. The NHOA manager will determine the exact quantity allowed for each circumstance.
- d) Signage for the Real Estate multiple listing tour which takes place one Thursday morning per month for 3 hours will not be strictly enforced unless excessive abuse is noted.

21.2 FOR SALE: See SB1062: An Association shall not prohibit the indoor or outdoor display of a for sale sign and a sign rider by an association member on that member's property, including a sign that the member is offering the property for sale by owner. The size of the sign offering the property for sale shall be in conformance with the industry standard size sign. Which shall not exceed eighteen by twenty four inches. And the industry standard sign rider, which shall not exceed six by twenty four inches.

21.3 FOR RENT/LEASE: Not allowed

- 21.4 **POLITICAL SIGNS**: Per ARS 33-1808 political signs may be displayed on a members property no earlier than 45 days before an election and must be removed within 7 days after an election. Per City of Sedona codes only one sign is allowed on a residential property. That sign may not exceed 6sq. ft and 3 ft. in height.
- 21.5 **FUN SIGNS**: sorry...Not allowed under any circumstances
EG; “Parking for Irish Only”, “Protected by attack cat”
- 21.6 **GARAGE SALE SIGNS**: Not allowed except as noted under Item #22 GARAGE SALES

22. GARAGE SALES

**REVISED
05/01/18**

Nepenthe Community sponsors approximately 2 garage sales per year. The association is responsible for notifying the homeowners, placing an ad in the Red Rock News, and providing maps and signage for all residents who wish to participate.

In order to maintain an atmosphere which does not interfere with another persons quiet enjoyment of their residence, the association does not allow individuals to have garage type sales except under one circumstance as follows:

If a resident is moving out of there Nepenthe home they may have a garage sale.

Guidelines are as follows:

- a. Notify the administrative manager at least 25 days in advance
- b. Borrow, use and return the associations garage sale signs
(no paper or box signs allowed on the property)

In most instances the association will try to plan a community sale to meet a “movers” needs or allow other residents to do a sale on the same day as the “mover”.

23. HOLIDAY DECORATING GUIDELINES

**REVISED
05/01/18**

Begin Thanksgiving weekend

- a) Remove by January 15th
- b) No displays on the tile roofs
- c) Confer with neighbors if decorating a common wall
- d) Nails and fasteners cannot be used on stucco or tile surfaces
- e) It is OK to decorate common area trees with white lights
- f) Homeowners will be financially responsible for any damage to areas and/or buildings maintained by the association.

REVISED

24. NUISANCES, MISCHIEVOUS ACTS, AND VANDALISM 08/01/19

No resident has the right to obstruct, annoy, or interfere with the rights of another resident or guest. Residents are expected to control the volume of their radios, stereos, and televisions at all times. *Residents need to be aware that their backyards are in very close proximity to their neighbors patios and bedroom windows.* Musical instrument practice should be done indoors and with discretion for surrounding neighbors and *with windows and doors closed.* Should there be an annoyance, the Board of Directors will consider it a violation and act on it accordingly.

Mischiefous acts and vandalism can be costly. Residents are responsible for damage incurred by their guests and pets. The cost will be directly passed on to the homeowner/tenant for any and all repairs and replacement. If a resident observes inappropriate behavior that warrants assistance from the police, the resident is responsible for doing just that and reporting the event to the NHOA office.

24.1 INTERIOR REMODEL CONSTRUCTION Guidelines

- **Work must be performed between the hours of 8am and 6pm Monday thru Friday.**
- **No work is allowed on National Holidays.**
- **Parking of construction vehicles must follow the guidelines as set forth in Section 9 of these rules. Street parking will be limited to a maximum of 30 minutes for loading and unloading purposes only.**
- **Contractors and their employees will be required to control their music at acceptable levels for the neighbors.**
- **Contractors are required to leave the area broom swept clean on a daily basis.**
- **All tools and equipment to be stored within the lot that is being remodeled.**
- **Contractors may NOT access the roof without express permission from the manager.**
- **Any breaches in fire walls within the attic areas must be repaired upon completion.**

REVISED

05/01/18**25. COMPLAINTS**

Resident renters will normally receive concerns/complaints from the Board of Directors/NHOA Manager through their property manager or the homeowner. Likewise, the rental resident should discuss their complaints through their property manager agent or homeowner, although the NHOA Manager will welcome any tenant's communication.

REVISED

05/01/18**26. FINES**

Fair and just fines for non-compliance will be established by the Board of Directors. Amounts will be adjusted as the need occurs depending upon the circumstances. *Owners will be held responsible for their tenants as the owner is the HOA member.*

27. **GENERAL INFORMATION**

Water issues

When the water is shut off at the meter by the water company, this also shuts down your fire suppression (sprinkler) system. Turning off the water using the valve located in your outside closet shuts down the domestic water system but leaves the fire system operational.

To shut off your Fire sprinkler system you must go to the owners shut off valve next to your water company water meter. Directions for accessing these meters should be posted in your garage next to the kitchen access door. Call NHOA Manager if you have any difficulty locating or understanding the directions.

If your garage has not had added insulation the fire system pipes in the garage are subject to freezing and bursting during temperatures below freezing. All repairs to the fire system must be done by a licensed fire company NOT a licensed plumber.

Testing requirements are dictated by NHOA Insurance provider. NHOA recommends that testing should also be done whenever a sale of the property occurs.

Whenever a service person, eg. heating and AC contractor, or Electrician is accessing the attic be sure they are aware that there is fire system piping in the attic and that they know where the fire system shutoff valve is located.

Homeowner installed watering systems and all hoses should be completely disconnected from outside hose bibs prior to the first freeze in the fall/winter season in order to prevent frozen water pipes. If a 'Y' or multi hose connector is installed it must also be removed when hoses and irrigation timer are removed. Failure to remove this fixture can prevent the frost proof spigot from operating properly under freezing conditions.

Outside water faucets (spigots) should only be replaced with "FROST FREE" faucets that actually shut off water flow 8 inches back inside the wall to prevent freezing in the colder months.

PLEASE REPORT ANY EXCESSIVE WATER RUNOFF TO THE NHOA MANAGER.

ELECTRICAL and GAS

The main power switch is located in the utility area at one end of the building. The access for TV, Phone, Internet and GAS service is also located in one of these utility areas at the ends of each building.

Your in-house breaker box is usually located behind one of the bedroom access doors.

Generally there is a ground fault detector equipped plug in the center bathroom. This controls the outside plugs in the front and back. If these plugs are not working check the ground fault detector equipped plug to insure that it was not "tripped".

Doorbells and the light for your street address number are both controlled by a transformer in the garage that is normally located on the same wall as your kitchen access door.

There is a switch located on most fireplace mantels that was intended for a blower associated with the fireplace. Very few blowers were installed as they are very ineffective. Therefore this switch does not control anything.

All GAS equipped fireplaces must have a clamp installed on the damper to prevent the damper from completely closing. This is protection against possible carbon monoxide poisoning.

Garages with two doors for access may be modified to a single door. Call NHOA Manager for more information.

No Dumping of construction debris, rock, dirt, tree or plant trimmings is allowed on Common Area or arroyos.

Call NHOA Manager for any required forms; Pool Party, Architectural and Landscaping Modification Form or Tenant Information Form