

**RULES AND REGULATIONS  
OF  
VILLA CATALINA**

**Effective June 1, 2019**

**Amended May 16, 2024**

# TABLE OF CONTENTS

|                                                                                               |    |
|-----------------------------------------------------------------------------------------------|----|
| 1. Age Restriction .....                                                                      | 1  |
| 2. Animals .....                                                                              | 1  |
| 3. Remodeling and Alterations to Apartments.....                                              | 2  |
| 4. Interior Decorating.....                                                                   | 3  |
| 5. Doors & Windows .....                                                                      | 3  |
| 6. New Installation of Washers and Dryers .....                                               | 4  |
| 7. Auxiliary Air Conditioning Units .....                                                     | 4  |
| 8. Use of Patios, Patio Walls & Balconies.....                                                | 4  |
| 9. Patio/Balcony Barbeques.....                                                               | 5  |
| 10. Apartment Sale.....                                                                       | 6  |
| 11. Apartment Rental .....                                                                    | 6  |
| 12. Signs Posted by Residents .....                                                           | 7  |
| 13. Electricity and Water Use.....                                                            | 7  |
| 14. Phone, TV, Cable, and Satellite Dishes .....                                              | 7  |
| 15. Second Floor Interior Stairwells and Inclinators.....                                     | 8  |
| 16. Shower Floor Pan.....                                                                     | 8  |
| 17. Trash and Recycling. ....                                                                 | 8  |
| 18. Smoke Detectors and Fire Extinguishers.....                                               | 9  |
| 19. Garages and Parking Lot.....                                                              | 9  |
| 20. Use of Villa's Grounds, Tables, Chairs, Barbecues, Shuffleboards, and Putting Green ..... | 10 |
| 21. Swimming Pools .....                                                                      | 10 |
| 22. Laundry Facilities .....                                                                  | 11 |
| 23. General Common Areas.....                                                                 | 11 |
| 24. Enforcement and Resolution Process.....                                                   | 11 |

# VILLA CATALINA HOMEOWNERS' ASSOCIATION, INC.

## RULES & REGULATIONS

For over fifty years, the residents of the Villa Catalina Apartment Homes (“the Villa”) have enjoyed a well-maintained complex that provides a pleasant and attractive atmosphere. The Board of Directors of the Villa Catalina Homeowners’ Association, Inc., an Arizona non-profit corporation (the “Association”) has overseen property management with the goal of maintaining property value, protecting residents’ privacy and providing freedom from excessive noise and other disturbances. The following Rules are meant to allow all persons residing at the Villa, including owners, renters, or visitors, to enjoy their time here, and to not impose on their neighbors and/or have their own peace and quiet disturbed.

Owners also should become familiar with the other Governing Documents. If there is any conflict among or between the CC&Rs and these Rules & Regulations, the provisions of the CC&Rs shall prevail per the CC&Rs, Section 13.1(b).

**1. Age Restriction:** The Villa is an age-restricted community in accordance with the Federal and State Fair Housing Acts. Each Apartment must be occupied by at least one person 55 years of age or older. No person who is under the age of 18 years may reside permanently at the Villa [see CC&Rs, Section 3.1 for all provisions of the age restriction].

**2. Animals.** [Includes the provisions of Section 3.2 of the CC&Rs]

2.1. Except for birds kept in cages, no animals or pets of any kind shall be raised, bred, or kept in any Apartment or in any other part of the Villa, except as may be required by the State or Federal Fair Housing Acts.

2.2. In compliance with requirements of the Fair Housing Act, as a reasonable accommodation for a disability, a resident may have a service or companion animal. Please refer to the Association’s Reasonable Accommodation Policy and submittal form for further information.

2.3. Service and companion animals must wear a tag identifying their owner and address or phone number.

2.4. Service and companion animals must be restrained when outside of the Apartment, and cannot create a nuisance.

2.5. Owners of service or companion animals are responsible for clean-up after an animal. Animal waste must be disposed in plastic bags in the Villa dumpster, not in individual trash containers. If this requirement poses a problem for a resident with a service or companion animal, please let the Board know so alternative arrangements can be made.

- 2.6. Any Owner or Occupant owning or keeping a service or companion dog must prevent such dog from disturbing the peace of any other Owner, Occupant or Guest. The Owner or Occupant owning or keeping the dog must ensure that the dog does not engage in loud and/or habitual barking, howling, yelping, whining, or making any other loud, persistent, or habitual noise, whether the dog is inside or outside of the Owner's or Occupant's specific Apartment. Violation of this rule includes, but is not limited to, any habitual barking, howling, yelping, whining, or other loud, persistent, or habitual noise that can be heard from anywhere outside of the Owner's or Occupant's specific Apartment, whether the Apartment's door and windows are open or shut, and regardless of whether the Owner or Occupant or any other person is present at the time of the violation.

If an Owner or Occupant owning or keeping a service or companion dog is found to be in noncompliance with this rule (as provided in Article 12 of the CC&R's) the violation shall continue until cured. Each day the violation remains uncured shall constitute a separate violation of this rule, and any penalty or sanction imposed by the Board shall be applied daily and cumulatively until the disturbance is fully and finally cured to the satisfaction of the Board of Directors.

### **3. Remodeling and Alterations to Apartments** [Also see Article V of the CC&Rs and the Villa Catalina Architectural Guidelines].

- 3.1. Alterations to an Apartment that change the appearance of the outside of the building and/or patio or balcony are prohibited without prior review by the Architectural Review Committee ("ARC") and the written approval of the Board of Directors.
- 3.2. Interior structural changes and mechanical changes and alterations, additions or modifications to the plumbing and/or electrical wiring located within the Apartment and/or in the attic must be reviewed by the ARC and approved in writing by the Board. A City of Tucson Building Permit with City inspections must be obtained and all structural, electrical, and plumbing work must be done by an Arizona licensed contractor.
- 3.3. Owners are required to complete and sign the "Villa Catalina Architectural Review Form and Agreement" for changes that require ARC review and Board approval, and to agree to hold the Association harmless for any future maintenance, repairs and/or replacements of the modified portions of the Apartment. Please contact the Association's manager for form submittal and to begin the architectural review and approval process.
- 3.4. Owners are encouraged to consult with the ARC before beginning a remodeling or improvement project. In addition, Owners must notify their neighbors residing in the same Building of the date they will be having construction in their Apartment and the expected duration of the work in accordance with the ARC Supplemental Guidelines.

**4. Interior Decorating** [Also see Section 5.2 of the CC&Rs and the Villa Catalina Architectural Guidelines]

- 4.1. Interior decoration including window coverings should not be intrusive to the neighbors or modify the exterior of the building. The side of window coverings with exterior exposure must be a neutral color, similar to other Apartments in the Villa.
- 4.2. Each Owner has the right at his/her sole cost and expense, to substitute new finished surfaces in place of those existing on the ceilings, floors and walls of an Apartment. However, any replacement of flooring or floor covering in second floor Apartments, except for kitchens, bathrooms and storage rooms, requires the prior review by the ARC and written approval by the Board.
- 4.3. Owners are required to complete and sign the "Villa Catalina Architectural Review Form and Agreement" for changes that require ARC review and Board approval, and to agree to hold the Association harmless for any future maintenance, repairs and/or replacements of the modified portions of the Apartment. Please contact the Association's manager for form submittal and to begin the architectural review and approval process.

**5. Doors & Windows** [Also see Section 4.3 of the CC&Rs and the Villa Catalina Architectural Guidelines]

- 5.1. Replacement of exterior doors and windows must be reviewed by the ARC and have the prior written approval of the Board prior to installation. Exterior front doors must be replaced with the standard Villa door which is a flat surface without a window. Exterior kitchen doors must have a flat surface and must have a large window without mullions in the top half. The window may either open or be stationary.
- 5.2. Iron security doors and window guards are permitted in conformance with the Villa Catalina Architectural Guidelines and must be pre-approved in writing by the Board, painted the standard Villa Catalina aqua (Dunn Edwards SKU #13-2091-12) and consist of vertical bars with no design.
- 5.3. Replacement of exterior window or door screens may use the product SunTex 80 in Brown, available at Home Depot. Any other replacement option must be pre-approved in writing by the Board.
- 5.4. Rear patio security railings and matching metal garden gates are permitted only in historically designated secondary areas (rear patios adjacent to the south driveway and the west service drive) and must be pre-approved in writing by the Board.

- 5.5. Owners are required to complete and sign the “Villa Catalina Architectural Review Form and Agreement” for changes that require ARC review and Board approval, and to agree to hold the Association harmless for any future maintenance, repairs and/or replacements of the modified portions of the Apartment. Please contact the Association’s manager for form submittal and to begin the architectural review and approval process.

## **6. New Installation of Washers and Dryers**

- 6.1. Installation of a washer and/or dryer in an Apartment must be reviewed by the ARC and be approved in writing by the Board prior to installation.
- 6.2. The Owner must obtain appropriate City of Tucson electrical, plumbing, and structural permits with City inspections. All work must be conducted by an Arizona Licensed Contractor.
- 6.3. Owners are required to complete and sign “Villa Catalina Architectural Review Form and Agreement” which may be obtained with detailed instructions from the Association Manager.
- 6.4. Owners shall install hi-efficiency machines with steel braid reinforced hoses.
- 6.5. Dryers are to be vented to the outside and the location of the dryer vent must be reviewed by the ARC and have the prior written approval by the Board.

## **7. Auxiliary Air Conditioning Units**

- 7.1. Installation of additional auxiliary air-conditioning units that are visible outside the Apartment are prohibited.
- 7.2. Owners of the Apartments that already have these units are permitted to keep them, but are encouraged not to use them due to their high use of and the cost of energy.
- 7.3. At the time of sale or transfer the auxiliary air conditioning units must be removed and the Association will have the exterior of the building repaired as necessary.

## **8. Use of Patios, Patio Walls & Balconies** [Also see Section 4.1 of the CC&Rs]

- 8.1. No items may be placed on or attached to balcony railings or displayed on top of the ground floor patio walls. Decorative items may not be attached to the exterior walls of buildings without prior ARC review and written approval by the Board. Laundry, wet bathing suits, towels, etc. may not be

displayed, attached or hung on the balconies, stair railings or on first floor patio walls. Upon sale/transfer of an Apartment, any art works or items on exterior walls shall be removed.

- 8.2. Holiday decorations are permitted to be displayed on patios and patio railings up to 30 days prior to a holiday and must be removed no later than 15 days after the date of the holiday.
- 8.3. Items that are designed to attract birds, such as bird feeders and bird baths are not permitted to be placed on patios and/or balconies, except no more than two standard sized hummingbird feeders.
- 8.4. Appliances (upright refrigerators/freezers) and/or furniture items that are intended for indoor use are not permitted to be placed and/or stored on patios or balconies.
- 8.5. Unsightly items such as trash, brooms, mops, empty bottles, paper and other items for recycling, dead plants, boxes, etc. should be removed from patios, porches, and all other areas where they are visible to neighbors or from the street or driveways.
- 8.6. Patio and balcony floors may be painted or tiled with neutral colors. Prior review by the ARC and written approval by the Board are required before installation, replacement or repainting.
- 8.7. Owners with patios that are located directly above garages, and use the garage roofs as the patio's deck are prohibited from applying any covering to their patio floors. These decks are coated with a roof sealing product, and covering the deck voids the manufacturer's warranty.
- 8.8. Owners with a patio are not permitted to plant trees or shrubs that are shaped into trees in their patios. Mature plant height can be no higher than 8 ft. (the height of patio ceilings). Any patio plants that grow outside a patio wall or railing are to be trimmed by the owner or the plants shall be trimmed by the Association's landscape crew.
- 8.9. For projects and installations that require ARC review and Board approval, Owners are required to complete and sign "Villa Catalina Architectural Review Form and Agreement" which may be obtained with detailed instructions from Association Manager.

**9. Patio/Balcony Barbeques.** Charcoal burners and other open-flame cooking devices or firepits are prohibited. All Apartments may use electric or gas cooking devices or gas or electric firepits on their patios or balconies, but such devices are not permitted under overhangs.

## **10. Apartment Sale**

- 10.1. Before “closing” any sale of an Apartment, the Owner shall notify the Board, in writing of the impending sale, the names and addresses of prospective Owners, and any financial arrangements that might affect the Association. Failure to notify the Board may delay final sale.
- 10.2. Except for the Villa’s specific age and animal restrictions, and the architectural restrictions, rules and guidelines that apply to remodeling and improvement, the Villa has no restrictions regarding the sale of an Apartment.
- 10.3. Upon written request, the Association’s Manager will provide prospective Owners with a complete set of the Villa Governing Documents, including Articles of Incorporation; Bylaws; CC&Rs; Rules and Architectural Guidelines prior to closing.
- 10.4. When a property is sold, a Transfer Fee is required, typically paid as an item in the escrow closing costs.
- 10.5. All new Owners are required to have an HOA orientation meeting with an Association representative(s) to review the Association’s Governing Documents.
- 10.6. If an Apartment has been sold with non-compliant issues (especially structural, electrical and plumbing), it will be the duty of the buyer to remedy these issues.
- 10.7. All Owners are encouraged to purchase a Unit Owner’s insurance policy for their Apartment and personal property [see CC&Rs, Section 9.3].

## **11. Apartment Rental.** Rental of an Apartment to a tenant for private, single-family residential use, subject to all provisions of the CC&Rs, including the age restrictions in Section 3.1 and the following:

- 11.1. Apartments for lease will be limited to 10% (i.e. 8) of the total Apartments and the number of rentals will be monitored by the Association Manager.
- 11.2. The term of any Apartment rental shall be for no more than one (1) year nor less than ninety (90) days.
- 11.3. No less than an entire Apartment (no portion of an Apartment) may be rented.
- 11.4. All rentals shall be pursuant to a lawful, written rental agreement (lease).



The Owner shall make a copy of such agreement (lease) available for inspection by the Board, upon reasonable notice from the Board.

- 11.5. The lease shall provide that the tenant and his/her invitees are subject to this Declaration and all other regulations governing residence within the Property.
- 11.6. Each Owner shall be obligated at his/her own expense to provide the tenant with copies of the Governing Documents.
- 11.7. The Association Manager must be notified of intent to lease an Apartment.
- 11.8. All new tenants are required to contact the Association Manager prior to occupying an Apartment for an HOA Orientation meeting.

**12. Signs Posted by Residents.** No sign of any kind shall be erected on the Property unless the sign, the nature, number and location of which have been approved in writing by the Board acting upon the recommendation of the ARC, except:

- 12.1. Signs or other postings which may be required by legal proceeding.
- 12.2. Open House” signs which are in place not more than two hours before and after the time of the event. The placement of any sign shall not obstruct sidewalks or any other area of public access.
- 12.3. One commercially-produced “For Sale” or “For Rent” sign of industry standard size (18” x 24”) may be placed in accordance with the Rules. Said sign shall be removed within one week after close of escrow. The sign shall be the standard type used by real estate professionals without additional advertising or adornment, except one sign rider that does not exceed 6” x 24”.
- 12.4. Signs are not permitted to be attached to the railings, doors, buildings, or patio walls and gates.
- 12.5. Political signs are not allowed.

**13. Electricity and Water Use.** Residents should make every effort to conserve their use of water (e.g. with low water use toilets) and electricity (i.e. purchase energy efficient appliances).

#### **14 Phone, TV, Cable, and Satellite Dishes**

- 14.1. Except in Exclusive Use Common Elements, no exterior antennas or other

devices for the transmission or reception of radio or television signals shall be erected or maintained without prior written authorization of the Board acting upon the recommendation of the Architectural Review Committee. Further, no exterior devices or additions shall be constructed on the exterior of any Building (including the roof) without prior written authorization of the Board acting upon the recommendation of the Architectural Review Committee.

- 14.2. Placing of new TV and phone cables on outside of an Apartment building must be reviewed by the ARC and have the Board's written approval prior to installation. All cable must be encased in panduit at owner's expense and may not cross a neighbor's patio or balcony.
- 14.3. Placement of satellite dishes is allowed only on rear patios and balconies, and must be reviewed by the ARC and have the Board's written approval prior to installation. The dish must be free standing and low to the ground and not attached to the building.
- 14.4. Only two cable drop entries from the exterior are allowed for each Apartment.
- 14.5. For projects and installations that require ARC review and Board approval. Owners are required to complete and sign "Villa Catalina Architectural Review Form and Agreement" which may be obtained with detailed instructions from the Association Manager.

**15. Second Floor Interior Stairwells and Inclinator.** The second floor Apartment Owners, two for each building, are responsible for their building's interior stairwell to include floor covering, paint, light bulbs, hand rail, and the maintenance and repair of their building's inclinator.

**16. Shower Floor Pan.** The Owner is responsible for any damages caused to another Apartment because of an improperly maintained shower floor pan that may cause leaks and other problems.

**17. Trash and Recycling.**

- 17.1. All rubbish, trash, or garbage shall be promptly removed from the Apartments and shall not be allowed to accumulate therein.
- 17.2. No garbage or trash shall be placed or kept on the Property except in covered containers of a type, size, and style which have been approved in

writing by the Board. All such containers shall be screened and concealed from public view.

17.3. Garbage or trash containers shall be kept within an enclosed structure or appropriately screened from view of neighboring property or from adjoining streets or public ways, except when necessary to make it available for collection, and then only for the shortest time reasonably necessary for such collection.

17.4. All residents are encouraged to observe the City of Tucson guidelines for recycling of plastics, paper, metal, cardboard, and glass.

17.5. Recycle receptacles are located at the east and west ends of the garage driveway.

**18. Smoke Detectors and Fire Extinguishers.** It is recommended that each Apartment has operational smoke detectors and fire extinguishers.

**19. Garages and Parking Lot**

19.1. The exclusive use of garage spaces is assigned and deeded to respective Villa's Owners per the CC&Rs.

19.2. The Owner to whom the use of a garage space and adjacent storage compartment is granted shall be solely responsible, at his/her own cost and expense, for the interior maintenance of the area including, without limitation, the interior walls, the door, and the door opener and related apparatus, and excepting utility line maintenance and repair and termite treatment, which are the Association's responsibility.

19.3. Resident and guest parking, other than loading and unloading, is prohibited at all times in the garage driveway.

19.4. Guests must park in the east parking lot or in the marked parking places along 6th Street.

19.5. Contractors and service personnel may park in the driveway near the Apartment where they are working.

19.6. Maximum speed limit in the garage driveway and parking lot is 10 MPH; however, slower than 10 MPH is recommended.

19.7. Storage of items that may interfere with another Owner's garage space is

prohibited. Storage of hazardous substances as listed by Fire Dept. and City codes is prohibited.

19.8. Maintenance of the assigned garage door and garage opener is the responsibility of the Owner to whom the garage is assigned.

## **20. Use of Villa's Grounds, Tables, Chairs, Barbecues, Shuffleboards, and Putting Green**

20.1. The Villa's grass is not to be used for walking animals.

20.2. The tables, chairs, barbecues, shuffleboard courts, and putting green are for the sole use of the Villa's residents and their guests.

20.3. When using the facilities, guests should always be accompanied by a Villa resident.

20.4. No breakable items like glass or ceramics are to be used in these areas.

20.5. When residents are finished using a recreational facility, the area should be left free of debris, shuffleboard equipment returned to the storage bins, and barbecue grills and the fire pan cleaned.

## **21. Swimming Pools**

21.1. Swimming hours are from 5:30 AM to 10:30 PM.

21.2. The east pool water is maintained at 88 degrees; the west pool is not heated.

21.3. All guests under the age of 18 must be accompanied at the pool at all times by the Owner/resident or a parent/guardian.

21.4. Food, chewing gum, and glass are not allowed within the pool fences area at any time.

21.5. Pool toys and inflatable lounges are permitted, but must be removed when leaving the pool area.

21.6. It is a safety requirement that the pool area gates must be closed and locked at all times.

21.7. Horseplay in and around the pools, such as running, jumping, ducking, yelling, and diving are prohibited at all times.

- 21.8. Babies and others wearing diapers or similar protection in the pools must include adequate protection against contaminating the water.

## **22. Laundry Facilities**

- 22.1. The east & west laundries are open for use from 7 a.m. to 10 p.m. for Villa residents and their guests.
- 22.2. Each Apartment shall have 2 hours of laundry room time per week that may be scheduled on the board in each laundry room and should be honored by all users.
- 22.3. Unreserved time and Sunday use of the laundry are on a first come/first use basis.
- 22.4. Washers may not be used for dyeing or tinting fabrics.
- 22.5. Any malfunction of equipment should be brought to the attention of the Association Manager.
- 22.6. Maintenance and the Association Manager will schedule regular cleaning of the facility with special attention to lint buildup in the vents going to the exterior.
- 22.7. Prior to leaving the laundry, users must make sure that the room is clean, the interior of washers & dryers is clean, machine lint screens are cleaned out, any lights, fans, and/or air conditioning turned off, and the door locked.

## **23. General Common Areas.**

- 23.1. Residents are not to remove, add or change items in common areas.
- 23.2. Residents shall not water any common area plants, shrubs, etc.
- 23.3. Items, like plantings, previously placed on the Common Area by Owners may be removed by Board action after notice to the Owner who placed the plantings.

## **24. Enforcement and Resolution Process.** [See Article XII of the CC&Rs on Compliance, Enforcement, and Nonwaiver] Adopted by the Villa Catalina Board of Directors May 16, 2019

Amended May 16, 2024

## VILLA CATALINA APARTMENT HOMES

### Enforcement Policy and Procedures

This Enforcement Policy and Procedures has been adopted by the Board of Directors of Villa Catalina Apartment Homes, which provides that the Association's Board of Directors is entitled to impose fines for violation(s) of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and any rules adopted by the Board of Directors. These procedures for enforcement are set forth below and supersedes any other such procedure previously adopted by the Board. This policy is presumptive for all violations. In its discretion, the Board may deviate from the policy depending on the facts and circumstances of an individual violation.

- I. If a resident has been alleged to be in violation of any association regulatory documents, the Board will, in executive session, determine if there is probable cause to believe the alleged violation occurred (CCR's Article XII, Sec. 2).
- II. The Board shall seek by informal means to find a satisfactory solution to the alleged problem. The Manager will notify the homeowner of the alleged violation through a personal communication which can be a conversation (in person or by telephone) or informal letter. The Manager will confirm this has been done with the Board.
- III. Residents found to be in violation of a Villa Catalina rule or restriction will be notified in writing by the Board, with an "Out of Compliance Notice," and will be given a reasonable time period to comply as stated in the procedure below:
  - a. **1st Letter of Non-compliance:** This notice will be mailed to an owner deemed to be in non-compliance, citing the particular item of non-compliance and asking for a written response within 14 days from the date of the non-compliance notice.
  - b. **2nd Letter of Non-compliance:** If the non-compliance issue remains unresolved; a second notice will be sent 15 days from the date of the first notice, giving notice of right to appeal and final deadline for voluntary compliance.
  - c. **3rd Letter of Non-compliance:** If the non-compliance issue remains unresolved to this point, a notice of imposition of a fine shall be sent, stating the timeline and amount of the fine, and outlining legal procedure options. The fine established by the Board of Directors for each offense shall be set at \$20.00 per day per offense, commencing on the day following the appeals hearing, and continuing until compliance is verified.

If the owner does not remedy the non-compliance, the Association reserves the right to turn the matter over to the Association's attorney for enforcement action at any time after the first notice to the owner by the Association. The Board or homeowner (at the homeowner's expense) may initiate arbitration as set forth in Article XI, Section 3(c) on page 65f of the CC&R's.

If the owner disagrees with the Board's proposed resolution of the issue, he/she may file a request for an Administrative Hearing before the Arizona Department of Real Estate. There is a fee to file for a hearing for a single issue or a larger fee for multiple issues, which is charged to the party (HOA Board or the resident) that is found at fault through this process. For more information, please use the link [www.azre.gov/consumers/hoa](http://www.azre.gov/consumers/hoa)

The effective date of this resolution is June 16, 2022.

DATED this 16<sup>th</sup> day of June 2022.

Board President Signature Alinda A. Johnson  
*approved by the Board 6.16.22*