

Ruby Star Airpark Property Owners Association



Rules and Regulations/ Enforcement Policies [March 27, 2018]



Ruby Star Airpark Property Owners Association

Rules and Regulations/Enforcement Policy

Introduction

The rules and regulations contained in the document have been adopted and will be periodically revised by your Ruby Star Airpark Property Owners Association (“RSAPOA”) Board of Directors (the “Board”) for the purpose of safety, the preservation of the aesthetic values of the airpark, development and community, and for the benefit of the Owners and their guests.

It is recommended that Landlord Owners make these rules a part of their rental agreement with tenants. Owners are liable for their tenants’ violations of the RSAPOA rules and restrictions, including the Runway Use Agreement.

Terms used in this document have the same meaning as defined in the Declaration of Covenants, Condition and Restrictions (“CC&Rs”). References to Articles contained in the CC&R’s are provided as applicable.

Please read this document in its entirety, be conscious of its contents and let your Board know of any suggestions for their improvement!

Ruby Star Airpark Property Owners Association
Rules and Regulations/Enforcement Policy

Table of Contents

General Rules and Regulations	1
Runway Use – Tenants and Guests	6
Enforcement Policy	7

Ruby Star Airpark Property Owners Association

Rules and Regulations/Enforcement Policy

General Rules and Regulations

Overview

Ruby Star Airpark is a residential airpark of single family homes and hangars; maintenance of this standard is paramount. The area designated as Common Area includes an area to be made available for aircraft parking. Ruby Star Airpark's top priority is aviation; however, aircraft ownership is not a prerequisite to becoming an owner.

The following presents a summary of rules and regulations. For a complete list of rules/regulations/restrictions, refer to the Association CC&R's, Bylaws, License Agreement for Runway Use, and other relevant Association governing documents. References in parentheses are to the relevant articles in the Association CC&R's.

Construction

1. *Temporary Structures*: No temporary residence, garage, or structure of any kind shall be placed or erected upon any Lot, provided however that during the construction of a permanent residence on any Lot, a trailer or recreational vehicle suitable for use as a temporary residence may be used as a residence by the owner of such Lot for a period not to exceed two (2) year. All buildings or structures shall be completed within two (2) years after breaking ground or commencement of construction, whichever is earlier. No aircraft hangar shall be used for residential purposes. (Article ~~2.2~~2.2).
2. *New Construction*: All buildings or structures erected on the Property shall be of new construction. No mobile, manufactured, prefabricated or modular homes are allowed. Each dwelling unit shall have a livable floor area of not less than 1,500 square feet. All structures on any Lot, shall be constructed of the same type of materials. No exposed metal siding shall be permitted on any home or hangar (Article 2.3).
3. *Heating, Ventilating and Air Conditioning Units*: No heating, air conditioning or evaporative cooling units or equipment shall be placed, constructed or maintained upon the roof of any structure (Article 2.4) .
4. *Solar Collecting Panels or Devices*: Solar collecting panels and devices may be placed, constructed, or maintained upon any Lot (including upon the roof of any structure), so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment to limit, to the extent possible

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

the visual impact of such solar collecting panels or devices when viewed from any other Lot (Article 2.5).

5. *Antennas, Poles, Towers and Dishes:* No television, radio, short-wave, microwave, satellite, or other antenna, pole shall be placed, constructed or maintained upon the Property (including, but not limited to, upon the roof or exterior walls of any dwelling unit or other structure) unless said antenna, pole, tower or dish is fully and attractively screened or concealed from view (Article 2.6)
6. *Driveways, Walks, Fences, Interferences and Obstructions:* All walls and fences shall be wrought iron, block, stucco, wood, stone or adobe construction. No other fences are allowed, except corrals, which may be pipe or chain link, and perimeter fencing of any lot, which may be field fencing or wire fencing. All walls and fences shall be painted or colored to match the exterior of the structure(s) enclosed by or upon the same Lot as such wall or fence. No wall or fence shall exceed six and one-half (6-1/2) feet in height. No fence shall be permitted to interfere with existing Recorded restrictions, drainage ways or easements (Article 2.9).
7. **STORAGE AND TOOL SHEDS OR STRUCTURES.** Any storage shed, tool shed, tack room, barns or similar structure placed, erected or maintained on any Lot shall be of the same type of materials as the dwelling unit of such Lot. For instance, an adobe home requires an adobe building, a stucco home requires a stucco building, etc. (Article 2.13)

Vehicles

8. All traffic signs and speed limits must be obeyed. The speed limit on all roads in Ruby Star is 25 mph.
9. Aircraft have right-of-way at all times. All others must yield accordingly.
10. Vehicles must exit through the exit gate. Exiting through the entrance gate is a safety issue and is not allowed.
11. No private vehicles, pickups or trucks shall be parked upon the Property or any roadway adjacent thereto except within a garage or on a private driveway appurtenant to a dwelling residence (Article 2.7.1).

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

12. No other vehicles (including, but not limited to, mobile homes, motor homes, boats, recreation vehicles, trailers, trucks, campers, permanent tents or similar vehicles or equipment) shall be kept, placed or maintained upon the Property or any roadways adjacent thereto, except within a fully enclosed garage, hangar, or screened enclosure appurtenant to a dwelling unit. (Article 2.7.2)
13. No vehicle shall be constructed, reconstructed, or repaired upon the Property or any roadway adjacent thereto except within a fully enclosed garage or in a screened enclosure within 100 feet of a dwelling unit (Article 2.7.3).
14. No motor vehicles of any kind which are not in operating condition shall be parked in any unenclosed areas (including, but not limited to, private driveways appurtenant to a dwelling unit) for over two weeks (Article 2.7.4).

General

15. *Sanitation:* Garbage and refuse facilities, containers and the like shall be attractively screened or placed in such manner as to conceal them from the view of neighboring lots, dwelling units, property, roads or street (except during reasonable periods to allow for collection by the appropriate sanitation service.) All storage or disposal of garbage or other waste shall be only in containers meeting applicable governmental sanitation requirements, shall be regularly removed from the Property and shall not be allowed to accumulate thereon (Article 2.8).
16. *Nuisance:* No rubbish or debris of any kind shall be placed or permitted to accumulate for any unreasonable length of time on any portion of the Property, and no odors shall be permitted to arise there from, so as to render the Property or any portion thereof unsanitary, unsightly or offensive or detrimental to any other portion of the Property in vicinity thereof. No noxious, destructive or offensive activity, or any activity constituting unreasonable source of annoyance, shall be conducted on any portion of the Property. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices used exclusively for security purposes, shall be located, used or place on any parcel. Each Owner or occupant shall refrain from any act on or use of his, her or its lot which could reasonably cause nuisance, embarrassment, discomfort or annoyance

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Ruby Star Airpark Property Owners Association
Rules and Regulations/Enforcement Policy

to other owners or occupant (Article 2.10).

17. *PETS*. No animals, livestock or poultry, except horses, of any kind shall be raised, bred or kept on the property except for (4) horses, four (4) chickens (no roosters), three (3) dogs, three (3) cats, one (1) pig and one (1) cow, one (1) goat, one (1) sheep, and one other farm animal may be kept on any Lot, provided they are not kept, bred or maintained for commercial purpose. In addition, any Owner may have the same number of animals, livestock or poultry for each additional 4.13 acres within such Owner's Lot provided that that the total number of animals, livestock or poultry on each Lot does not exceed a total of ten (10) horses, four (4) dogs, four (4) cats, twenty (20) chickens (no roosters, two (2) cows, two (2) goats, two (2) pigs, two (2) sheep and two (2) of any other farm animal, whether penned or not. Notwithstanding the foregoing, no animals may be kept which result in any annoyance of which are obnoxious to residents in the vicinity, and none of these animals, except for horses, may be kept for commercial purposes. Continuous dog barking, will not be tolerated (Article 2.11).

Leasing – Obligations of Tenants and Other Occupants

18. All leases of any Lot or portion of any Lot shall be in writing and shall be subject in all respects to the provisions of this Declaration. All tenants shall be subject to the terms and conditions of this Declaration. Each Owner shall cause his, her or its tenants or other occupants to comply with this Declaration, and to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or occupants are also fully liable for any violation of this Declaration.(Article 2.12.1).
19. In the event that a tenant or other occupant violates any provision of this document, any owner shall have the power to bring an action of suit against such tenant or other occupant to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity (Article 2.12.2).

Business

20. The only business allowed in Ruby Star Airpark is business pertaining to aviation, provided, however that home occupations of any kind shall be permitted within any dwelling on any Lot to the extent permitted by applicable zoning regulations and so long as there is no manifestation thereof visible from any other Lot(Article 2.14).

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

21. Neither commercial air carrier traffic nor commercial flight school operations shall be permitted within the Development (Article 2.16).

Structures in Vicinity of Airstrip

22. No improvements shall be permitted within one hundred fifty (150) feet from either side or within twelve hundred (1,200) feet from either end of the paved landing strip as shown on the Recorded plat of the Development (Article 2.15).

Aviation Rules

23. Respect the Ruby Star traffic patterns. All traffic patterns are north of Ruby Star.
24. Avoid overflying of residential community to the east.
25. Announce all intentions on Unicom 122.90.
26. Maintain 500' altitude over all homes.

Water Wells

27. RSAPOA has title to seven water wells. These wells are for the benefit of the property owners. As such, a property owner may connect to a well as specified in CC&R paragraph 6.1.
- 6.1. BLANKET EASEMENT. An easement and right-of-way in perpetuity is reserved for the benefit of all lots in the Association, over, under, along, across, upon and through the easements for (i) the erection, construction, maintenance and operation of underground electric, telephone and cable television facilities; (ii) for the laying and maintaining of pipes, mains and conduits for the furnishing of water, gas, sewer services or for other utility purposes; (iii) for the purpose of installing, maintaining and reading electric, water and other utility meters; and (v) for the right to the Association to convey or lease the whole or any portion of such easement, right-of-way and right of entry to any Person or governmental authority.

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

Runway Use – Tenants and Guests

An Owner's guest or tenant may base an aircraft either in the private hanger of an Owner or in the RSAPOA's Common Areas (where a separate lease and fee agreement is required).

RSAPOA recognizes that Owners will have fly-in guests from time-to-time. However, after 30 days of runway use per calendar year (either consecutively or intermittently), the guest or tenant using the runway facilities must execute a License Agreement with RSAPOA.

Runway use license fees are \$40 per month or \$400 per year, payable in advance. The license fees are subject to a late fee of \$25 if paid after the 15th day of the month in which the fee is due, beginning the month after the 30-day per calendar year threshold is reached. The license fee affords the guest/tenant the right to take off, land and operate an aircraft at, on, and over Ruby Star Airpark; to access the Airpark using the aircraft or a surface vehicle; to use the runway, taxiways, and roadways; and to purchase fuel and other products and services from RSAPOA.

Guests/Tenants using the RSAPOA runways/facilities who fail to comply with the above requirements will be deemed to be trespassing and will be prosecuted.

The guest/tenant must agree in writing to abide by the "Ruby Star Airpark Pilot Operating Procedures" and any rules/policies regarding operations of any sort at Ruby Star Airpark, including but not limited to traffic rules and signage. Failure by the guest/tenant to comply with these procedures may result in immediate termination of the License Agreement at the sole discretion of RSAPOA.

The guest/tenant must keep and maintain (at his/her sole cost and expense) a Comprehensive General Liability Insurance Policy with specific provisions covering bodily injury and property damage, and with minimum limits as determined and adjusted from time to time by RSAPOA in its sole discretion. RSAPOA must be named as additional insured on all such policies, and the guest/tenant shall provide and keep current, copies of Certificate of Insurance and Endorsements on file with RSAPOA. Such policies must ensure that RSAPOA is provided written notice of cancellation within 30 days before cancellation.

Ruby Star Airpark Property Owners Association

Rules and Regulations/Enforcement Policy

Enforcement

Homeowners and their lessees/guests are strongly encouraged to first attempt to solve problems among themselves whenever possible. In some instances, the Board will assist homeowners in attempting to solve such problems. However, this shall not be construed as an obligation on the part of the Board to provide mediation services in connection with disputes amongst homeowners.

The Board and any designated agent will routinely review the Property for potential violations. Should any Association Member, guest or tenant witness a violation, please take a picture (if applicable) and pass all relevant information (including the date the violation was observed) to a Board member or designated agent so the matter may be timely resolved. Also, the board will seek to work cooperatively with owners to find acceptable solutions to violations.

Enforcement Policy:

1. Informal Notification. When a violation of the Declaration of Establishment of Covenants, Conditions Reservations and Restrictions for Ruby Star Airpark (the "CC&Rs")¹ or an Association Rule is noted by or reported to the Association's Board of Directors, an authorized Association representative will contact the Lot Owner. The Lot Owner will be informed of the violation and asked to rectify it within the following two weeks.

2. First Notice of Violation. If the Lot Owner has failed to correct the violation within two weeks from the date of the informal notification, a first notice of violation will be sent to the Lot Owner of record (via first class mail) with a timetable for corrective action, which will be at least 10 business days from the date of the notice.

3. Contents of First Notice. The first notice of violation from the Board of Directors or its authorized agent shall provide at least the following information:

- A. The rule or restriction that allegedly has been violated.
- B. Action(s) required to cure the violation. (generally 21 calendar days from the date of Notice).
- C. The date of the violation or the date the violation was observed.

¹ Words that are defined terms in this Policy or in the CC&Rs are noted by the first letter of the words being capitalized.

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

- D. The first and last name of the person(s) who observed the violation, unless anonymous.
- E. A copy of this Policy to assure the Lot Owner is aware of the process he or she must follow to contest the notice.

4. Contesting the Notice of Violation. If the Lot Owner wishes to contest the first notice of violation, he or she shall provide the Board a written response by certified mail within 10 business days after the date of the Association's first notice of violation, which shall include a request for any additional information he or she requires. This response shall be sent to the Association at the address shown on the notice of violation.

5. Response by Association to Owner. Within 10 business days after receipt of the Lot Owner's response, the Board or its authorized agent shall respond to the Lot Owner with a written explanation regarding the notice of violation, and shall provide any additional information the Lot Owner reasonably requires.

6. Second Notice of Violation. After the procedure in Paragraphs 4-5 is completed, or after the initial 10-day notice period set forth in the first notice of violation (if the Lot Owner has not responded), a follow-up inspection will be conducted by the Board's authorized representative. If the Lot Owner has not cured the violation(s) within the time specified, a second notice of violation will be sent, wherein the Lot Owner will be instructed to cure the violation(s) within 7 calendar days after the date of the second notice.

7. Notice of Hearing. A follow-up inspection will be conducted on or after the deadline date of the second notice of violation. If the non-compliance still has not been cured, the Board may refer the matter directly to the Association's attorney for further action or may send the Lot Owner a "Notice of Hearing" via certified mail, return receipt requested and first class mail, wherein the Owner will be invited to attend the next Board Meeting/Hearing Panel Session and have an opportunity to be heard. The date, time and location of the hearing shall be stated in the Notice of Hearing.

8. Hearing Panel. A quorum of the Board of Directors shall act as the Hearing Panel. The Hearing will be held in an executive session (closed) Board meeting unless the Owner requests an open meeting (pursuant to the open meeting law in A.R.S. §33-1804).

9. Designated Representative. A Lot Owner may present to the Board (prior to or at the Hearing) written notification that another person is the Owner's designated representative. A designated representative may speak on behalf of the Owner.

10. Procedure for Hearing. Procedure for the Hearing will be set by the Board of Directors. The Lot Owner and his/her designated representative will be informed of the

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

procedure before the Hearing begins. The Lot Owner and/or his/her designated representative will be given an opportunity to present supporting documentation and testimony to show cause why further enforcement action should not be authorized by the Board, which could include the levy of a monetary penalty and/or referral of the matter to the Association's attorney.

11. Proof of Delivery of Notice. Proof of delivery to the Lot Owner of the Notice of Hearing shall be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery is entered into the minutes of the meeting, by the officer, director, or agent who mailed or delivered the Notice.

12. Procedure if Owner or Representative Does Not Appear. If the Lot Owner or his/her designated representative does not appear at the hearing, the Board may levy a monetary penalty and/or refer the matter to the Association's attorney for further action.

13. Hearing Panel's Decision. Notice shall be sent to the Lot Owner by the Board or its designated agent, within 15 days after the date of the Hearing, stating the Hearing Panel's decision, including the amount of any monetary penalty that may have been imposed by the Board, and its due date.

14. Post-Hearing Grace Period. An additional grace period of 10 days, beyond the date of the Hearing, will be granted for correction of any violation brought before the Hearing Panel. Failure to correct said violation within that time frame will result in the monetary penalty that may have been specified for the violation being imposed retroactive to the date of the Hearing.

15. Delinquency of Penalty. Any monetary penalty imposed, which has not been paid within 30 days after its stated due date shall be delinquent, and a late charge of \$15.00 shall be added to the penalty.

16. Repeat Violations. A penalty for repeated violation of an Association Rule or restriction may be imposed by the Board for each issue of noncompliance of the same Rule or restriction. Daily penalties for violation of a Rule or restriction may accrue for ongoing issues of noncompliance until each such violation is corrected.

17. Collection of Penalties. The Association has a lien for penalties and associated late charges, attorney fees and costs, imposed for violation of a rule or restriction, after the entry of a judgment in a civil suit for penalties, late charges and associated attorney fees and costs, by a court of competent jurisdiction, and the recording of that judgment in the office of the Pima County Recorder. This lien is effective on conveyance of any interest in the subject Lot. The Association may collect the amounts due under the judgment prior to conveyance of the Lot, by any lawful means.

Ruby Star Airpark Property Owners Association Rules and Regulations/Enforcement Policy

18. Cumulative Rights and Remedies. All rights and remedies of the Association at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy. This means that the Association's Board can decide to bring a lawsuit against an owner to enforce an applicable rule, restriction or statute in addition to or instead of imposing a monetary penalty. This also means that all pertinent provisions of the CC&Rs also apply.