

February 12, 2025

## **Desert Meadows III Inc. HOA Policies**

Per Article VI of the Bylaws of DMIII, Inc., the Board of Directors have adopted the following Policies as a way to help define the intent of some of the CCRs (Covenants, Codes, and Restrictions) that we get the most questions about.

**Construction/Alterations:** Before any outside construction or alterations begin on any home, roof, wall, or lot, the homeowner will provide the Architectural Committee with a permit request (including blueprints, if applicable). Architectural Permits may be printed from the website or by request to [architecture@desertmeadows3.com](mailto:architecture@desertmeadows3.com). (CCR#1)

**Renting:** It is the responsibility of the Homeowner to inform the HOA Board with the names and contact information of his/her renters or property managers. Forms for this are on the website or can be obtained by a request to [secretary@desertmeadows3.com](mailto:secretary@desertmeadows3.com). (CCR#3)

**RV's, Trucks, and Trailers:** RV or trailer parking is allowed for five (5) days for loading, unloading, or maintaining in any 30-day period and the same five (5) day limit applies to visiting RVs or trailers. Trucks and other motorized wheeled vehicles are not to exceed 19'7" (235 inches) in length.

Exception: Utility vehicle parking is allowed if the resident is employed by a municipal utility and the vehicle is required as a condition of employment. (CCR#4)

**Political Signs:** Two political signs, no more than 2x3 feet in size, will be permitted per lot to be installed forty-five (45) days before an election and removed within seven (7) days after an election. (CCR#6)

**Landscaping:** It is the responsibility of the Homeowner to maintain his/her landscaping. An Architectural permit is needed for new landscaping trees but not needed for replacing landscaping that has died or for replenishing landscaping rock. Trees that are NOT permitted by Pima County are the Mulberry, Eucalyptus, and female Olive trees. CCR 11 states that no tree, shrub, or other plant will be planted or replaced that has the potential of blocking a neighbor's view, however, Arizona is a "no view guaranteed" state which may make CCR 11 unenforceable. (CCR#10 & #11)

**Animals:** No farm or wild animals, even if domesticated, will be permitted. Pets may be walked on a leash and their feces picked up and disposed of in a sanitary manner. Restrictions are governed by Pima County Animal Control. (CCR#12)

**Painting:** It is the responsibility of the Homeowner to maintain his/her home and property. This includes keeping things in good repair and exterior painting when needed. An Architectural permit for painting is only needed if the homeowner is changing the exterior

color of the home. Approved colors are whites, off-whites, and earth tones blending in with the surrounding environment. Note: garish colors and fluorescents would NOT be approved. (CCR#17)

**Street Lights; Applies to shared posts:** Homeowners share in the maintaining of the light posts. One homeowner is responsible for the electricity, which is included in their electric bill, and the other homeowner is responsible for upkeep of the bulb, bulb socket, lens, and light-sensitive switch. (You can determine if you are the one paying the bill by turning your breaker box off at night when the light is lit. If the light goes out, you pay the bill) Both Homeowners share the cost of more extensive repairs and painting. (CCR#17)

**Alleyways:** No structure or planting which may change the direction of water drainage flow in the easement is permitted. It is the responsibility of the Homeowner to maintain his/her half of the alleyway (easement). (CCR#22)

**Fifty-Five (55+):** At least one person residing in the home must be fifty-five (55) or older. No one under the age of eighteen (18) is allowed to reside in the home for more than four (4) weeks per year. (CCR#26)

**Violations:** If a Homeowner is in perceived violation of a CCR, the Board will issue a letter informing the Homeowner of the violation. The Homeowner has a right to respond to the Board, either in writing or in person, to discuss a remedy to the situation.

Should the Homeowner not respond and the violation continue, the Board will issue a second notice of violation to the Homeowner.

Should no attempt to contact the Board and/or correct the violation be made by the Homeowner, the Board may request mediation from the Green Valley Council.

The final step, and one the Board would hope to avoid because of the expense to all, would be seeking an injunction before a judge. (CCR#19)

Even though CCR#19 allows for the assessing of fines for violating the CCRs, (up to \$50.00 per week for as long as the violation exists), the current Board is not in favor of fines because they do not correct the violation. It is the responsibility of the Homeowner to correct the violation.

The CCRs remain with the land and are a covenant between the Homeowner and the HOA (Homeowner's Association) that the Homeowner agreed to upon the purchase of his/her property and **it is the Homeowner's responsibility to abide by the CCRs.**

Noted after each policy is the number of the CCR that the policy attempts to explain.

The complete CCRs are on this website, [desertmeadows3.com](http://desertmeadows3.com). If you need a printed copy of the CCRs, you can request one from [secretary@desertmeadows3.com](mailto:secretary@desertmeadows3.com).

