

**Resident's Guide  
Rules & Regulations**

**For**

**HUDSON TRACE  
HOMEOWNERS'  
ASSOCIATION**

# HUDSON TRACE HOMEOWNERS ASSOCIATION

## Rules and Regulations

Revised: Aug 2022

Hudson Trace is a community of 138 condominiums located at 2333 E. Southern, Tempe, Arizona. These Rules & Regulations are important as they help maintain the aesthetic of Hudson Trace as well as the finances and safety of the community.

These Rules and Regulations give general information and summarize the Declaration of Covenants, Conditions and Restrictions (CC&Rs) which has been accepted by each owner as a precondition to ownership and a fundamental part of living at Hudson Trace. These Rules & Regulations are not all inclusive and additional restrictions will still be found in the CC&Rs.

### WHAT ARE COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)?

The initials CC&R stand for Covenants, Conditions & Restrictions. CC&Rs impose certain deed and use restrictions on the use of each owner's property. The purpose of CC&Rs is to establish the highest possible property values by protecting each owner against improper use of surrounding units that might depreciate the value of your property.

### WHO IS REQUIRED TO FOLLOW THE CC&Rs?

**Each individual homeowner is responsible to know and follow the CC&Rs. When a homeowner rents their property, they are required to inform their tenant as to what restrictions the CC&Rs impose. In the event a tenant violates a CC&R, the homeowner is ultimately responsible.**

The maintenance of the common area facilities and the exteriors of the buildings are paid for by a monthly homeowner's association fee. It is to the advantage of all owners, tenants and their guests to enjoy the facilities and see that they are cared for in a proper manner.

If each resident will respect the rights of other residents, the goal of a harmonious and increasingly prosperous community will be achieved.

### **BOARD OF DIRECTORS**

The Board of Directors consists of up to five (5) members, duly elected on a rotating basis at the Annual Meeting of Homeowners. Vacancies during the year may be filled by appointment of the Board. Any owner in good standing is eligible to serve on the Board. The purpose of the Board of Directors is to set policy for the Association, make all business decisions on behalf of the association, oversee the community management, maintenance, and to act in the best interest of the total membership.

### **VOTING RIGHTS**

Each unit owner in good standing has an individual interest in the Hudson Trace community and has one vote per unit in matters concerning the Association. In the event an assessment remains unpaid following ten days written notice, the Association may suspend the owner's voting rights as well as the right to use the common recreational facilities.

### **MANAGEMENT COMPANY**

The board has retained a property management company to manage the property. The management company has the responsibility to carry out the directives of the Board of Directors on a day-to-day basis. They also manage the operational and financial activities of the Association with a direct reporting responsibility to the Board of Directors. If you have any questions, please contact management. Contact information for management is located on the community bulletin boards by the pool and at <https://hudsontracehoa.org>.

### **ASSOCIATION FEES**

The association fees are set by the board on an annual basis. The assessment is due and payable the first (1<sup>st</sup>) day of each month. Assessments not paid received by the fifteenth (15<sup>th</sup>) day of the month are considered delinquent and are subject to a late fee penalty and a rebill fee. Please contact the management company for further information as required. Fees are reviewed by the Board and set each calendar year to meet the expenses of the Association.

### **WORKING CAPITAL/TRANSFER**

Each purchaser, regardless how they acquire a title to their Hudson Trace property, shall pay to the Association immediately upon becoming and owner of a unit a transfer fee in the amount of 3 months fees set by the Board of Directors to compensate the Association for the administrative cost resulting from the transfer of a unit. The transfer fee is not intended to compensate the Association for costs incurred in the preparation of the statement which the association is required to deliver to a purchaser under ARS 33-1260A and, therefore, the transfer fee shall be in addition to the fee which the Association is entitled to charge pursuant to ARS 33-1260C.

### **INSURANCE**

The Association maintains insurance coverage for all common areas including the landscaped common area, and the main structures such as the pool and the buildings. In addition, there is General Liability Coverage for Hudson Trace Officers and the Board of Directors. **It is strongly recommended** that each homeowner carry a separate policy for personal contents and personal liability and know the location of the water shutoff valve for the unit. In accordance with the CC&Rs, each owner is responsible for the following maintenance.

*“Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and any portion of the air conditioning, electrical, plumbing, and heating systems and lines which exclusively serve his Unit; and each Owner shall keep the patio and balcony areas, if any, ... in a neat, clean and attractive condition...”*

Short of a major casualty, the Association insurance policy will not cover these owner maintenance items. An owner will be responsible for the deductible on the association’s master policy. This can be a significant sum.

In the event of a major casualty, such as fire, flood, plumbing break, etc. the following items are **not covered** and each individual owner will need to make sure that their own personal insurance covers these items:

- All floor coverings such as tile, carpet, wood, vinyl, etc.
- All wall coverings such as paneling, wall paper, mirrors, etc.
- Window coverings such as mini-blinds, vertical-blinds, shades, etc.

- Personal belongings such as clothing, furniture, non-built-in appliances, electronic equipment, etc.

**ARCHITECTURAL CONTROL**

The community was planned by architects with a primary objective seeking to carry out a uniformity of design in the landscaping and exterior building appearance, therefore, exterior alterations or additions are prohibited. The Declaration of Horizontal Property Regime and Covenants, Conditions and Restrictions (CC&Rs) for Hudson Trace states on page 31, Section 13:

*No additions or alterations are to be made to the exterior of the building, the private patios, porches, or any common areas.*

Other alterations, if they are visible outside the unit, must have **prior** written architectural approval from the Board of Directors. This includes the addition, removal or alteration of window screens and the addition of security screen doors. Window screens must be black in color and must be maintained to retain their black color. Security screen doors must be painted the same color as the color of the fascia or the building.

An alteration within a unit that impacts the structural integrity of any portion of the building requires prior written architectural approval from the Board of Directors.

A non-structural alteration may be made within a unit without Board approval if the alteration is not visible to the surrounding neighbors or from the common areas. If any alteration is visible, there must be prior written architectural approval from the Board of Directors.

A request for an architectural change must be submitted in writing in the form of an “Architectural Change Request,” which can be obtained from the management company and is also online at the Hudson Trace website. (<https://hudsontracehoa.org>)

**GENERAL ASSOCIATION RESPONSIBILITIES**

The Association is charged with the following responsibilities:

1. Maintenance of all common elements such as pool area, landscaping, exterior of buildings, sidewalks, trash areas, common lighting and streets.
2. Financial responsibility for all common area utilities and domestic water for all units.
3. Maintain insurance coverage for all buildings and common elements.

**GENERAL HOMEOWNER RESPONSIBILITIES**

1. Internal maintenance of the unit and the air space for the patio/balcony, and storage area.
2. Maintenance and upkeep of heating and air conditioning unit. The concrete slab upon which the outdoor air conditioning unit sits is also the homeowner’s responsibility.
3. Maintenance and upkeep of all appliances, cleaning of fireplace and chimney.
4. Maintenance and upkeep of all windows, screens, added exterior security doors, and door & window hardware including garage doors.
5. Interior plumbing, electrical and other utilities that specifically service each owner's unit.
6. Interior paint, decorating, plumbing and electrical fixtures.
7. All Interior appliances such as water heater, washer/dryer, dishwasher, refrigerator, stove, oven, disposal, etc.

**GENERAL ASSOCIATION RESTRICTIONS**

The following restrictions are applicable to all units and the entire community, except where noted:

1. No obnoxious, illegal or offensive activities.
2. No rubbish or debris can accumulate on a patio area or staircase (both interior and exterior). Trash must be kept inside of each individual's unit and when necessary immediately disposed of in community dumpsters.
3. No clothing, rugs, towels, etc. shall be placed for drying on any patio or be visible from anywhere on the common areas.
4. No hammocks or swings may be installed or used on any patio.
5. No pots or plants may be placed on patio pony walls or stairways.
6. Only standard window coverings, such as blinds, shutters or drapes are acceptable. Only neutral beige or white are acceptable as colors that can be seen from outside the unit. No reflective materials or tint are to be used on the glass of any windows. Other improvised items such as newspapers, blankets, etc. are not allowed and may result in fines. Upgrading the unit to high-efficiency windows can be accomplished after obtaining written Architectural Change Request approval.
7. No unit shall be used as a business location or activity for profit.
8. No structure of a temporary nature shall be permitted on the property, such as a tent, shade, etc. without prior written approval of the Board of Directors.
9. All units at Hudson Trace were built with central air conditioning which is the responsibility of each homeowner to maintain. For this reason and to protect the aesthetic of the community, no window air conditioners or portable units of any kind may be installed in any building.
10. Patios must be kept in a safe, clean and sanitary condition.
11. No clotheslines shall be installed or used on any patio, balcony or visible area.
12. Each resident shall maintain and keep their unit at all times in a safe, sound and sanitary condition and shall repair and correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective units or of the common areas.
13. Per City of Tempe Fire regulations, **no barbeques are allowed in the patio or balcony areas.**
14. Holiday Decorations and light shall be removed within 15 days after a holiday.
15. Placing bulk items in the dumpsters or leaving them in the common areas is prohibited. The community dumpsters are for household trash only. Residents are responsible to remove all bulk items from the property.

## **VEHICLES**

Each unit has a single garage reserved for that individual unit. There are various un-covered parking spaces for guest and resident parking in the community.

These parking spaces are on a **first come, first serve basis**. All parking spaces are subject to the parking regulations as specified herein and/or on signage throughout the property.

No motor vehicle shall be repaired or constructed on any parking or street area except for emergency repairs of a brief nature. Repairs involving engine or transmission oil, or any type of fluid such as brake fluid is prohibited and subject to a fine.

An inoperable, illegally parked or abandoned vehicle will be towed from the premises at the owner's expense.

## **Parking in Fire Lanes:**

The City of Tempe Fire Prevention Department has identified specific driveways as fire lanes. These fire lanes have been posted with signs, and the curbs have been painted red. Cars parked in these areas are subject to immediate citation, and/or towing. The association will enforce this regulation. Owners who wish to report a vehicle in violation of the City Ordinance should call the management company or the Fire Department directly (during the day at 480.858.7200 or after hours at 480.967.7511). Incidents reported to the association should include the make and color of the vehicle, along with the unit in which the vehicle owner lives or is visiting.

**Vehicles Prohibited from Parking:**

No motor vehicle classified by the manufacturer rating as exceeding ¾ ton, designed for commercial purposes or displaying a commercial logo, motorhome, trailer, camper, camper shell, detached camper, boat, boat trailer, all-terrain carrier, snow mobile, jet ski, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or stored within the condominium property. Violations will be tagged. Vehicles not removed within 24 hours of tagging will be towed away at the owner's expense.

**Parking of Abandoned and/or Inoperable Vehicles:**

The parking of abandoned and/or inoperable vehicles is prohibited. Vehicles not removed within 24 hours of tagging will be towed away at the owner's expense. This regulation applies to any vehicle in common areas of the property. Vehicles qualify under this regulation if they are observed to fulfill (but not limited to) one of the following conditions: signs of disuse or disrepair, flat tire(s), spider webs, dirt and debris collecting under, around and on the vehicle, expired registration tags, no license plate, missing parts required for normal use, or too damaged to operate safely. Vehicle registration tags must be clearly displayed.

**Recreation Vehicles:**

No recreational vehicle shall be parked or stored on the common area pavement. This includes motor homes, mobile homes, trailers, boats, commercial trucks, or campers. If an owner has a recreational vehicle, arrangements must be made for off-site storage.

**PETS**

Only generally recognized household pets are allowed. Generally recognized household pets are cats, dogs, and other animals normally kept in a cage not exceeding 3 cubic feet. Up to two pets weighing 20 pounds or less are permitted, per the CC&Rs. Owners are responsible for the upkeep and care of their pets. The keeping of pets is a responsibility and owners who violate the pet rules will be fined. Thank you for your cooperation in caring for your pet so that costly fines are not assessed against you.

**Please use community pet waste stations; it could save you possible fines and protect the community from unsafe and unsightly waste.**

1. No pet is permitted in the common areas that is not leashed and in complete human control at all times.
2. Pets not leashed must be carried while in the common areas.
3. The pet owner or agent is responsible for **immediately** cleaning up after their pets at all times.
4. If the pet causes damage or injury, the animal's owner or caretaker is solely responsible.

Please contact the management company should you see an animal(s) or owner(s) out of compliance with these Rules and Regulations. When you call, please provide as much information about the animal

as possible: include a description of the animal, as well as the date, time and place of the occurrence. Also include the unit number in which the pet resides.

**Pet Gate Requirement:**

A pet gate may be installed on the owner's patio as long as it meets the following criteria.

1. Black, metal flat top baby gates are acceptable. No others will be approved.
2. Held in place by a pressure mount system.
3. Dimensions are 29"-36.5", standing at 41 inches tall.
4. Cannot have any other color or wood panels. Photo of acceptable gate is listed as Exhibit A attached to this document; no variations will be accepted.

**Patio Lights**

Light emitted from the permanent patio light fixtures shall meet all the following requirements:

- The emitted light shall be warm white (<3000K) and no other color.
- All bulbs shall be the same color
- The bulbs shall not blink

**Hanging Patio Lights**

Hanging patio lights from the ceiling of the patio must meet all the following requirements:

- Bulbs shall be clear and round
- The emitted light shall be warm white (<3000K) and no other color.
- All bulbs shall be the same color
- The bulbs shall not blink
- The wire between the bulbs shall not sag more than 1 inch from the ceiling
- The bulbs shall be permanently and securely attached to the ceiling
- Holiday lights are permitted between December 1 and January 6.

The following picture is an example of an acceptable display of hanging patio lights:



### **LEASING OF UNITS**

**A unit may not be leased for a period of less than six (6) months, and may not be used for hotel, transient purposes or as a short term rental. Only the entire unit may be leased. It is the owner's personal and financial responsibility to ensure all tenants completely comply with all pertinent Rules and Regulations and CC&R's.**

It is mandatory to notify management if a unit is leased, and an Owner/Tenant form must be submitted. The Owner/Tenant form must be submitted each time there is a change of tenant or once per 12 calendar months, whichever is shorter. Owners who fail to submit an Owner/Tenant form shall be subject to a significant fine, per the Fining Policy. The lessee shall be bound by and subject to the provisions of the CC&Rs and the occupants will also be equally bound by duly resolved and approved Association Rules and Regulations.

Tenants, like owners, are obligated to observe all policies governing Hudson Trace. Tenants have the same duties as the owner. Tenants may also be fined and evicted by management, if tenant, tenant's guests, invitees or occupants fail to comply. A statement of this nature shall be included in any tenant's lease. However, this statement in no way limits the owner from being completely liable for all of tenants' actions and inactions and the actions or inactions of tenant's guests, invitees and occupants.



Rental Forms to be completed for and returned to Hudson Trace - **The following rental forms must be completed as part of the lease for any tenant in the community:**

- Copy of lease indicating term of lease.
- Acknowledgment Form verifying that the tenant has received a copy of the Declaration, Rules & Regulations and other Hudson Trace legal documents.
- Tenant Registration Form

The Above documents shall be returned to the management company within ten (10) days of leasing any unit. Failure to comply will result in a significant fine in accordance with the Fining Policy.

### **REAL ESTATE AND OTHER SIGNS**

One 18" x 24" For Sale or For Rent sign can be displayed while the unit is for sale or for rent. The sign may be displayed in the window of the unit, attached to the wrought iron railing of the second floor units or staked into the ground at the entrance of the patio of first floor units.

For Sale or For Rent information may be displayed in the information board by the pool.

No other sign of any nature whatsoever shall be displayed or placed on any Unit, in any window or any part of the Property or Common Elements, with the following exceptions:

- Small security or alarm service ID stickers
- Small sticker identifying the occupants to the Fire Department

### **WEAPONS**

Because of the danger to persons and property, brandishing or displaying of weapons at any time on the premises is prohibited. The following items will also not be allowed at any time.

- Slingshots and BB guns.
- Archery

### **POOL RULES**

General common sense and courtesy must prevail at all times at the pool. There is no lifeguard on duty; therefore, children or vulnerable individuals must be accompanied by a responsible adult at all times. The pool is a shallow game and exercise pool, varying from three to five feet in depth. Please contact the management company regarding a pool key for your use. Although not inclusive, the following rules apply:

1. Posted rules take precedence and are in force.
2. Jumping or diving into the pool is expressly prohibited.
3. No glass is allowed inside the enclosed pool area.
4. No food is allowed in the enclosed pool area.
5. No running is allowed in the enclosed pool area.
6. Absolutely no animal may be in the pool or in the enclosed pool area, including service or emotional support animals. This is a health and safety requirement of the City and violations will invite immediate legal action.
7. Offensive or loud noises and/or disturbances of any kind are strictly prohibited. *Offensive* is defined to mean excessive noise or disturbances that also offend the tranquility of neighbors, guest and/or occupants of units near the pool.
8. Suntan oil must be washed off at the shower area prior to entering the pool.

9. Flotation devices or water games such as water polo, etc. are prohibited activities when there is a large number of people in the pool. *Large number* is defined to be in excess of ten people who are not directly involved in the water games.
10. No person under 14 years of age shall be in the pool and pool area unless accompanied by an adult 21 years of age or older.
11. Noise in the pool area after 10:00 p.m. and before 10:00 a.m. will be reduced to a level acceptable to all homeowners and their guests who live adjacent to or directly around the pool area. Any complaint about an unacceptable noise level may result in:
  - a. The pool being closed and chained for the evening
  - b. Anyone found in the chained pool will be arrested for trespassing.
12. No bicycles, tricycles, skateboards, roller-skates, rollerblades, etc. are allowed in the pool and pool area.
13. Guests must be accompanied by the resident of the community while in the pool area.

**CC&Rs ENFORCEMENT/VIOLATION PROCEDURE**

A violation being reported by a resident must be written, witnessed and signed by the complaining resident, and shall include a specific description of the problem. Emergencies will be received over the phone but must be followed-up in writing. The owner filing the complaints first and last name shall be included in the compliance letter pursuant to ARS 33-1242.

If the unit number or name of the violator is unknown the complaint cannot be received.

If the Board feels that a violation is serious, warranting action by the Association, then a warning letter may be issued to the offending resident. If it is determined that this is a second or more notices required for the same or continuing violation fines shall be assessed in accordance with the Fining Policy.

When the fine is assessed, the owner of record of the unit will be given twenty-one (21) days to respond by certified mail. This grace period will not apply to violations that pose a health or safety risk to the association, its members, or the common property.

Homeowners will be given a minimum of fourteen (14) days to correct any cited violation or file an appeal with the Board, before another notice of violation is issued. If the noted violation is not corrected within the time frame specified in the written notice, the Association may choose to correct the violation with the cost to do so being charged to the offending owner.

NOTE: Every effort should be made to resolve any complaint in an amicable way, neighbor to neighbor. Ideally, complaints will be voluntarily resolved by the offending resident, leaving no need for further notices, fines or punitive action.

**ENFORCEMENT POLICY**

Under Arizona law your Board of Directors may impose upon any owner who violates the DECLARATION, BYLAWS or RULES & REGULATIONS reasonable monetary penalties after giving the homeowner notice and opportunity to be heard by the Board.

When monetary penalties are imposed, your Board intends to follow this guideline until further notice:

**General Fines**

	1st	Violation of a CC&R/Rule	Warning or Courtesy Notice
	2nd	Violation of same CC&R/Rule	\$75
	3rd	Violation of same CC&R/Rule	\$100
		Each and subsequent violations	\$100 or more depending on notice from Board

**Pet Fines**

	1st	Violation	\$50 - There is no warnings for pet violations
	2nd	Violation	\$100
	3rd	Violation	\$200

AT ANYTIME FOLLOWING THE SECOND NOTICE, THE BOARD MAY PURSUE ANY AND ALL LEGAL MEANS OF ENFORCEMENT AS PRESCRIBED BY THE GOVERNING DOCUMENTS.

# EXHIBIT A

## Pet Gate

