

Rules and Regulations

STAR VALLEY ESTATES

Effective Date of Implementation May 1, 2009

Adopted by motion of the Board, Motion Number 2009-02-19-001

February 19, 2009

Updated by Motion # 090820-005 as of 08/20/2009
Changes shown in red.

Contains changes passed by the Board on Feb. 18, 2010
And approved by the membership on Mar. 18, 2010
Updated on Jan 25, 2011
Changes shown in blue
Additional changes passed by the Board on
Jan. 12, 2012
Have been updated.

RULES AND REGULATIONS Star Valley Estates HOA

<u>Rules and Regulations</u>	<u>Page</u>
I. Introduction	4
II. Assessment Due dates, Amounts and Verification	4
III. Standard of conduct	4
1. Board members	4
2. Homeowners	4
3. Removal of Committee Member due to Violation	4
4. Removal of Director due to Violation	5
IV. Committees	5
1. Standard of Conduct	5
2. Term	5
3. Resignation and Removal	5
4. Vacancies	5
5. Committee Guidelines	6
V. Election Procedures	6
1. Cumulative Voting	6
2. Procedure for determining elected Board member(s)	6
3. Releasing of actual vote counts	7
4. Board member terms Start and end date	7
5. Transition of Information	7
6. Suspending voting rights of members	8
7. Election Qualification for Director	8
8. Recall of a board member or board members	8
VI. Hearing procedures	9
VII. Fining Procedures	9
VIII. Collection Procedures	9
1. Assessment Due Dates	10
2. Statements	10
3. Acceleration of Assessments	10
4. Return Check Charges	10
5. Collection/Attorney's Fees on Delinquent Accounts	11
6. Application for payments made to the Association	11
7. Collection Letters	11
8. Use of Regular Mail	11

RULES AND REGULATIONS Star Valley Estates HOA

<u>Rules and Regulations</u>	<u>Page</u>
9. Use of Certified Mail	11
10. Liens	11
11. Resale Disclosure	12
12. Bankruptcy	12
13. Foreclosure	12
14. Referral of Delinquent Accounts to Collection Agencies	12
15. Referral of Delinquent Accounts to Attorneys	12
16. Grant a waiver	12
17. Notification to Owners	12
18. Ongoing Evaluation	12
IX. Description and Maintenance of Common Area	
X. Attachments	13
1. Standing Committees	14
2. Welcome Committee Guidelines	15
3. Yard/Garage Sale Committee Guidelines	16
4. Letter of release of lots 61 and 152 by Pima County Flood Control District	17
5. Quitclaim deed for lots 61 and 152	18
6. Letter from PCFCD removing Detention Basin #2	20
7. Letter from Pima County establishing responsibility for landscaping and maintenance of roadside areas associated with basin lots.	21

RULES AND REGULATIONS Star Valley Estates HOA

I. Introduction

The purpose of this document is to supplement the governing documents of Star Valley Estates Homeowners Association. The Covenants, Conditions, and Restrictions (CC&R's) empower the Board to adopt, amend or repeal rules and regulations as it deems reasonable and appropriate which shall be binding upon all persons of the association, and shall be binding upon all persons having any interest in, or making any use of, any part of the property whether or not copies of the rules are actually received by such persons. It shall be the responsibility of each person subject to the rules to review and keep abreast of any change in the provisions thereof. In the event of any conflict between any provisions of the rules and any provisions of the CC&Rs, or the Articles or Bylaws, the provisions of the Rules shall be deemed to be superseded by the provisions of the CC&R's, the Articles or Bylaws to the extent of such conflict.

These Rules & Regulations were adopted at a regular meeting of the Board of Directors on February 19, 2009.

II. Assessment Due dates, Amounts and Verification (Motion # 090820-005)

The Association Assessment is due the first day of each quarter (January, April, July, and October). The Assessment amount will be set by the Board of Directors. . **It is recommended that prior to placing an account in collections, filing a lien, reporting to credit agencies or referring for attorney action, the delinquent account balance should be confirmed by at least one Board member.**

III. Standard of conduct

1. Board members

Board members should work together with one goal in mind: to make their community a better place to live. Members of the Board share in all the powers of the directors, and although they may delegate the work to staff and committees, they should monitor that work. Once the board's decisions or action are final every Board member is obligated not to publicly undermine the decisions but to support and implement them. Board decisions or organization's activities should not be disclosed unless they've been made public. A Board member cannot speak for the Board or the organization unless they have been specifically authorized to do so.

2. Homeowners

Homeowners attending Board Meetings and/or committee meetings need to govern their conduct with the following items in mind. Board meetings are business meetings of the organization, and while homeowners are allowed by law to provide input, this is also governed by Roberts Rules of Order, as well as time limits to allow all homeowners to speak. Topics outside of the published agenda are only allowed during the designated homeowners input segment of the agenda. Homeowners should be recognized by the committee chairman or Board president prior to providing comments. Input should be precise and to the point. Prepared statements are allowed, and encouraged when long or complicated points are required.

3. Removal of Committee Member due to Violation

A Lot Owner who has been found by the Board to be in violation of the terms of the Declaration, whether by non-payment of assessments or otherwise, including by reason of violating applicable covenants, rules or regulations concerning improvements on the Lot Owner's property, may not remain a member of a committee of the association if the violation

RULES AND REGULATIONS Star Valley Estates HOA

remains uncured. Should such person be a committee member at the time the violation has been found to exist, then such person shall be deemed removed as a committee member twenty (20) days after the date the Board determines that the uncured violation exists, unless the Board also determines that, in the case of a non-monetary default, said Lot Owner is reasonably and diligently attempting to cure the default.

4. Removal of Director due to Violation

A Member of the Board who has been found by the Board to be in violation of the terms of the Declaration, whether by non-payment of Assessments or otherwise, including by reason of violating applicable covenants, rules or regulations concerning improvements on such Member's property, may not be nominated for election to the position of Director until the time such violation has been cured. Should the person be a director until the violation has been found to exist, then such person shall be deemed removed as a Director twenty (20) days after the date the Board determines that the uncured violation exists, unless the Board also determines that, in the case of a non-monetary default, said Member is reasonably and diligently attempting to cure the default.

IV. Committees

The Board of Directors will establish the size, scope, duties, purpose, and duration of all committees that are not regulated by the governing documents. Committee members will be selected following the first meeting after the election of officers of the Board of Directors.

1. Standard of Conduct Committee members work for the Board of Directors. They must keep the goals of their committee in mind, and not use their position to further their own personal agenda. Committee members are frequently responsible for making recommendations. As such, they need to contribute and support the committee, and the majority decisions, while making sure that the Board concerns are understood and addressed. Committee actions must be endorsed by the Board of Directors in order to take effect. This is done through the Board making a motion which is approved and recorded in the association minutes.
2. Term. A Committee member serves for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve. The term of office for special committees appointed by the Board shall be determined by the Board, consistent with the purpose or duration of the committee. Committee members may serve multiple 1 year terms, if they so choose.
3. Resignation and Removal. Any committee member can be removed, with or without cause, by the Board. A Committee member may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of notice or at any later time specified therein, the acceptance of the resignation shall not be necessary to make it effective.
4. Vacancies. A Vacancy on any committee may be filled by a majority vote of the Board. The committee member appointed to each vacancy shall serve for the remainder of the committee member term he/she replaces.

RULES AND REGULATIONS Star Valley Estates HOA

5. Committee Guidelines

- Purpose / Duties
 - Single point of contact for community and for the Board
 - Single point of contact for other communities
- Size of committee – to be determined by the Board
- Reporting Requirements
 - Forecast an annual budget
 - Participate in formulating homeowners survey and analyzing results
 - Report yearly on how monies were spent (annual meeting)

V. Election Procedures

1. Cumulative Voting: [NEGATED BY BY-LAWS CHANGE SECTION 5.2]

Cumulative voting is not allowed. Every Owner entitled to vote shall be entitled to cast one vote multiplied by the number of directors to be elected. Only one vote may be cast for each candidate and the total number of votes cast on each ballot may not exceed the number of offices open for election. No Owner shall have the right to cumulate votes for any individual candidate.

2. Procedure for determining elected Board member(s)
[Changes in Section V-2 approved Jan. 12, 2012]

At the beginning of the Meeting of Members, a quorum is established by the count of all accepted, secret ballots cast both by Lot Owners present and by Lot Owners who voted absentee. All secret ballots will be counted at the Annual Meeting. The candidate that receives, at a minimum, a majority vote, or the greatest count above a majority vote, will fill the Board position. A Majority Vote is defined as greater than 50% of the accepted votes cast. Disqualified votes will not be considered in the establishment of a quorum.

Votes associated with any Common Areas (such as basin lots assigned to the Association) may not be used or cast in any election either by the Board as a unit or by any Board Member or association member as an individual.

If there is a tie vote, and if the number of members present exceeds a majority vote, one more written, secret ballot vote containing only the names of those candidates involved in the tie will be taken at the annual meeting. If no candidate receives a majority vote, then a ballot, to be returned by mail within a specified time period, containing only those candidates involved in the tie will be sent to all eligible Lot Owners. The same rules regarding the establishment of a quorum and receipt of a majority vote will apply. The ballots will be opened and counted at a special meeting of the board. The board will consist of members whose positions are current and of newly elected board members. No business other than counting of the ballots will be conducted at this special meeting.

RULES AND REGULATIONS Star Valley Estates HOA

The only time a tie can exist is when there are more candidates than open Board positions.

Take the simple case of two open board position and three candidates. It is imperative to include the information regarding the established quorum. Assume that 30 ballots were received and accepted, 15 of which are absentee. That provides a maximum of 60 votes (two per ballot). The number of votes required for election must equal or exceed the established, simple majority of $16 = 30/2 + 1$.

Candidate	Votes Received in the Election
A	28
B	16
C	16

A tie exists between candidates B and C. The tie cannot be broken at the meeting since there are only 15 members present and a majority cannot be obtained. If more than 16 members were present, a secret ballot could be taken, but the winner would have to receive a minimum of 16 votes. This situation emphasizes the importance of all homeowners attending the meeting even though the ballot was cast by mail.

3. Releasing of actual vote counts:

Actual vote counts are to be released at the meeting. The vote tally will be published as an addendum to the minutes of the meeting at which the election occurred. The vote tally may be published prior to the issuing of the minutes of the Annual Meeting in any medium as deemed appropriate by the board (e.g. HOA website, HOA newsletter). The vote tally and the actual ballots will be maintained at the management company offices until the next election. Lot Owners may review all the results by visiting the management company in person.

4. Board member terms

Directors’ Terms begin at the first meeting following the Annual Meeting of Members; Directors’ terms end when the Board Members are formally seated. Example: The Annual Meeting of Members is in March. The term of the newly elected Board Members begins at the start of the 1st meeting following the annual election. The ranking officer from the previously seated Board will open the 1st meeting following the election. The newly elected Board will elect their president. The newly elected president runs the remainder of the meeting, including supervising the election of the remaining officers.

5. Transition of Information

To ensure a smooth transition of information and procedures from former Board members to new Board members, face to face meetings should be held.

RULES AND REGULATIONS Star Valley Estates HOA

6. Suspending voting rights of Lot Owners

The Board has the right to suspend all voting rights of any Lot Owners not in good standing, for causes such as open violations and delinquency. If the Board of Directors choose to suspend the voting rights of a lot owner, that lot owner must be notified of the action and be allowed an opportunity to be heard prior to such suspension taking effect. The Lot Owner must be notified at least 45 days prior to any vote required by the vote of members.

7. Election Qualification for Director

In addition to suspending voting rights, the Board may choose to suspend the right of a Lot Owner to run for a Director position. This will be done using the same criteria as suspending voting rights (Item 6, above), and requires the same notification and hearing criteria.

8. Recall of a board member or board members

“Section 4.3-Removal” – of the Bylaws of the Star Valley Estates HOA states that “Any director so removed by the Members shall be **REPLACED** by a director elected by the Members at the same meeting. The following wording is added as clarification.

Any director, either individually or as a member of a group, so removed by a vote of the members, as described in Section 4.3 of the Bylaws, shall be ineligible to serve on the board in any capacity for a period of one year following the date of the recall election.

- a. The replacement of a member-removed director is not to be construed as an appointment by the Board of a director to fill the term of a director who has either resigned, died or been removed by the Board. In the case of a Board appointment, the appointed director will serve out the unexpired term of the resigned, deceased or board-removed director.
- b. Removal of a director by member-vote creates a new position and the director so elected by the membership to replace the member-removed director shall serve either 1) a minimum one year term, 2) the remainder of the unexpired term of the member-removed director, or a term determined by the board based on section 8c below, whichever is longer.
- c. In the event the entire board of directors as a group is removed by a vote of the membership, the newly elected board is to be considered a fresh board with fresh terms. The terms of the newly elected directors shall be determined by the Board members themselves and shall be divided as follows: two directors with 3-year terms, two directors with 2-year terms and one director with a one year term. The variable terms fulfill the requirement of a staggered, three-year election process. After an initial term, as specified in 8c herein, has been served, subsequent terms will be for a period of two years.

RULES AND REGULATIONS Star Valley Estates HOA

VI. Hearing Procedures

The Board of Directors can use hearings to gather information that may be personal in nature. Hearing procedures are also used to inform members of possible monetary penalties. The Board of Directors wishes to take this opportunity to communicate that any Lot/Homeowner can request a hearing to prevent a hardship, due to but not limited to; Health issues, Loss of a job, Death of a spouse, Etc. In cases of hardship the Board may not forgive the debt but may suspend interest and penalties. However, there can be no action taken without the information. . Hearings are normally held in the Board of Directors Executive Session, where privacy can be maintained.

VII. Fining Procedures

No fine shall be assessed until the Lot Owner who has committed the violation has been given written notice and given an opportunity to be heard.

1. Monetary fines for violation(s) of the governing documents and/or rules and regulations of the Association are as follows:
 1. First violation \$50
 2. Second violation (of the same nature) \$100
 3. Third violation (of the same nature) \$200
 4. Each violation after the third (of the same nature) \$500
2. An additional fine of \$5.00 per day may be assessed after the aforementioned fines have been assessed if the violation is a continuing one (EXAMPLE: A Lot Owner installs an improvement without Architectural Control Committee (ACC) approval. A First violation fine of \$50 is assessed. If the violation continues uncorrected, an additional \$5 per day fine would be assessed until the violation ceases. The Lot Owner ultimately corrects the violation. The Lot Owner installs another improvement without ACC approval. A Second violation fine of \$100 is assessed. If the violation continues uncorrected, an additional \$5 per day fine would be imposed until the violation ceases.

Note: It is the obligation of the Lot Owner to advise the Association in writing that the violation has ceased.

VIII. Collection Procedures

The Association pursuant to Arizona State Law has adopted the following resolution, at a regular meeting of the Board of Directors.

RECITALS

- (a) The Association is charged with certain responsibilities regarding care, maintenance and service of certain portions of the common areas of the community.
- (b) The Association must have the financial ability to discharge its responsibilities.
- (c) The Board of Directors is required by the Covenants, Conditions and Restrictions (CC&Rs) to pursue collection of assessments and other charges from delinquent owners.

RULES AND REGULATIONS Star Valley Estates HOA

- (d) The Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the Star Valley Estates Homeowners Association does hereby adopt the following procedures for the collection of assessments and other charges of the Association:

It is recommended that prior to placing an account in collections, filing a lien, reporting to credit agencies or referring for attorney action, the delinquent account balance should be confirmed by at least one Board member. (Motion # 090820-005)

- 1. Assessment Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration, Articles of Incorporation and Bylaws shall be due and payable in 4 installments due on the **1st** day of each Quarter. Assessments or other charges not paid to the Association by the **15th** day of the month in which they are due shall be considered past due and delinquent. Fines are due and payable within 30 days of the date that the fine went into effect. The initial late charge shall be the lesser of fifteen dollar (\$15.00) per month or Twelve percent of the unpaid assessment. The late charge shall be the personal obligation of the owner(s) of the Lot for which such assessment, charge or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.
- 2. Statements.** The Association may, but shall not be required, to provide statements to an owner as a condition to a Lot Owner's obligation to pay assessments or other charges of the Association. Non-receipt of a statement shall in no way relieve the Lot Owner of the obligations to pay the amount due by the due date.
- 3. Acceleration of Assessment.** The Acceleration of Assessment occurs when the Board requests payments in advance. This action can be taken if an owner defaults in paying an installment which continues for ninety (**90**) days beyond the installment due date. In that case the Association, at its option, may accelerate the remainder of the yearly assessment installments and declare them due and payable in full.
- 4. Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulation of the Association, or this resolution, a **Twenty-five dollar (\$25.00)** fee or other amount deemed appropriate by the Board of Directors shall be assessed against a Lot Owner in the event any check or other instrument is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a common expense for each Lot Owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charges shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the Lot for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulation. If two or more of the Lot Owner's checks are returned unpaid by the bank within any fiscal

RULES AND REGULATIONS Star Valley Estates HOA

year, the association may require that all of the Lot Owner's future payments, for a period of one year, be made by certified check or money order.

5. **Collection/Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration, Articles, and Bylaws, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Lot Owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
6. **Application for payments made to the Association.** Payments from a Lot Owner will be credited in the following order of priority:
 - a. The monthly assessment for a Lot, including special assessment, shall be applied toward the oldest month(s) first.
 - b. Charges for legal fees, court costs and other collection cost.
 - c. All late charges or interest accrued, as applicable.
 - d. All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations or Resolutions.
7. **Collection Letters**
 - (a) After a Quarterly assessment or other charge due to the Association becomes 15 days past due, the Association may cause, but shall not be required to send a "payment reminder" to the Lot Owner who is delinquent in payment.
 - (b) After a Quarterly assessment or other charge due to the Association becomes 30 days past due, the Association may cause, but shall not be required to send a "late notice" to be sent to the Lot Owner who is delinquent in payment.
 - (c) After a quarterly assessment or other charge due the Association becomes **60** (sixty) days past due, the Association may cause, but shall not be required to send a "demand notice" to the Lot Owner who is delinquent in payment.
 - (d) If payment in full is not received within **90** (ninety) days, the Association may, but shall not be required to send a notice of intention to refer the account to a collection agency.
 - (e) After a quarterly assessment or other charge due the Association becomes **120** (one hundred twenty) days past due, the Association may cause, but shall not be required to send a "final demand notice" to the Lot Owner who is delinquent in payment.
 - (f) If payment in full is not received within **six months** the Association may, but shall not be required to send a notice of intention to file a lien against the Lot
8. **Use of Regular Mail.** In the event the Association shall have cause of action for a late notice, the owner will be notified by regular mail.
9. **Use of Certified/Regular Mail.** In the event the Association shall have cause of action for a demand letter, the owner will be notified by Certified Mail with a copy also being sent by regular mail.
10. **Liens.** The Association may file a Notice of Lien against the property of any delinquent Lot Owner in accordance with the terms and provisions of the Declaration, Articles of

RULES AND REGULATIONS Star Valley Estates HOA

Incorporation, and Bylaws. A copy of the recorded Notice of Lien shall be mailed to the homeowner.

11. **Resale Disclosure.** In Accordance with Arizona State Statutes, and when the Association is notified of the pending sale of a Lot, the Title Company will be given the amount, if any, of all assessments owed to the Association.
12. **Bankruptcy.** When notified of a bankruptcy all collection activity will cease as required by law, until the bankruptcy referee notifies the Association of the disposition of the case.
13. **Foreclosure.** When the Association is notified of a foreclosure, the mortgage company or other lender foreclosing on the Lot will assume responsibility for future payments of assessments. Existing monies owed to the Association become bad debt.
14. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection, upon referral to collection agencies, the agency shall take appropriate action to collect the accounts referred
15. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
16. **The Association may grant a waiver of any provisions herein upon petition in writing by a Lot Owner showing a personal hardship.** The relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
17. **Notification to Owners.** The Association shall cause all Lot Owners to be notified of this Resolution by first class mail or by any other legal means.
18. **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than to notify Lot Owners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

IX - Description and Maintenance of Common Area

[Introduction of Section IX approved by board motion on January 12, 2012]

Detention Basins listed as “Common Area”

As a result of Board actions, changes have been made to Detention Basin #1, which originally consisted of Lots 61, 151, and 152, and to Detention Basin #2, which existed as an easement at the rear of Lots 77, 78, and 79.

A. Detention Basin #1 – Lot 151

Detention Basin #1 has been reduced to only Lot 151 as “Common Area”. As a result of a hydrological study funded by the Board of the HOA, Lots 62 and 152 were deemed no longer needed for floodwater detention. Those lots were released by Pima County Regional Flood Control District [RFCD] on Dec 23, 2009 (see letter of release from RFCD in **Attachment 4**), and were transferred, according to the reversion clause in the warrantee

RULES AND REGULATIONS Star Valley Estates HOA

deed, to the SVA Corporation on 06/22/2010 (see quitclaim deeds filed with Pima County in **Attachment 5**).

Detention Basin #2 – removed as “Common Area”

Detention Basin #2 was originally established as an easement and as a temporary basin, which was incorporated in the CC&Rs as a portion of the Association’s “Common Area”. Following a period of flooding in 2002, RFCDD established that the temporary basin was no longer needed and authorized USHomes to backfill the basin area. That decision was not formally disclosed, and Detention Basin #2 has remained a portion of the Association’s “Common Area” until recently.

On Dec. 22, 2011 RFCDD issued a formal statement removing the easement and establishing that Detention Basin #2 is no longer needed (see letter of release from RFCDD in **Attachment 6**). That letter of release removes Detention Basin #2 as a “Common Area” for the Association. The Association is no longer responsible for any floodwater damage, which may occur in the area previously designated as Detention Basin #2.

No action has been taken to formally remove the description of Detention Basin #2 given on the Plat for Star Valley Village. That action is deemed unnecessary.

Effect of changes in “Common Areas” on Landscape Maintenance

In the past, landscaping and maintenance of the roadside areas adjacent to lots 61, 151 and 152 were assumed to be the responsibility of the Star Valley Estates HOA. As a result, the Association put in desert plants and irrigation lines and maintained the area including weed control. It has been established that these areas are all within the forty-foot easement for the county roadway and that maintenance is totally the responsibility of Pima County Department of Transportation (DOT). A letter establishing responsibility for the landscaping and maintenance of these roadside areas is shown in **Attachment #7**.

X - Attachments to Rules and Regulations

Attachment 1 – Standing Committees

Attachment 2 – Welcome Committee Guidelines

Attachment 3 – Yard/Garage Sale Committee Guidelines

Attachment 4 – Letter of release of lots 61 and 152 by Pima County Flood Control District

Attachment 5 – Quitclaim deed for lots 61 and 152

Attachment 6 – Letter from PCFCD removing Detention Basin #2

Attachment 7 – Letter from Pima County establishing responsibility for landscaping and maintenance of roadside areas associated with basin lots.

RULES AND REGULATIONS Star Valley Estates HOA

Attachment 1

Standing Committees

As of the date of this publication, the following is a list of the standing committees:

- Welcome Committee
- Yard/Garage Sale Committee

NOTE:

As of the date of this publication, the Basin Committee is currently a formalized committee, which was established by the Board of Directors. When the Basin Committee completes its task, it will be disbanded.

RULES AND REGULATIONS Star Valley Estates HOA

Attachment 2

Welcome Committee

Committee Guidelines

- **Purpose / Duties**
 - o Introduce the HOA to the new Lot Owner and welcome them to the community
 - o Present a welcome package to new Lot Owners
 - o Assemble the welcome package for each new Lot Owner
 - o Single point of contact for community and for the Board
 - o Coordination point for other communities
- Size of committee – to be determined by the chairman
- Reporting Required
 - o Annual budget requirements (June)
 - o A yearly reporting of money spent
 - o Approximate number of homes participating yearly
- Help prepare questions and analyze results from annual homeowners survey

RULES AND REGULATIONS Star Valley Estates HOA

Attachment 3

Yard/Garage Sale Committee

Committee Guidelines

- Purpose / Duties
 - o To determine the dates when the sales are to be held, together with the Board
 - o Determine frequency of sales
 - o Budgeting for advertising
 - o Single point of contact for community and for the Board
 - o Coordination point for other communities
 - o Determine advertising needed
 - o Place advertising
 - o Post and collect signs in the area
- Size of committee – to be determined by the chairman
- Reporting Required
 - o Annual budget requirements (June)
 - o A yearly reporting of money spent
 - o Approximate number of homes participating yearly
- Help prepare questions and analyze results from annual homeowners survey

RULES AND REGULATIONS Star Valley Estates HOA

Attachment 4 – Letter of release of lots 61 and 152 by Pima County Flood Control District



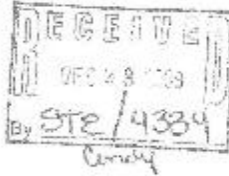
PIMA COUNTY
REGIONAL FLOOD CONTROL DISTRICT
97 EAST CONGRESS STREET, THIRD FLOOR
TUCSON, ARIZONA 85701-1797

SUZANNE SHIELDS, P.E.
DIRECTOR

(520) 243-1800
FAX (520) 243-1821

December 23, 2009

Mr. Mark Borom
Star Valley Home Owners' Association
c/o Cadden Community Management
1870 West Prince Road, Suite #47
Tucson, Arizona 85705



Re: Star Valley Basis Evaluation

Dear Mr. Borom:

As you are aware, lots 61 and 152 of the Star Valley Village Final Plat, Book 47, Page 26, were reserved for use as a drainage easement in the approved development plan, but subject to release by the Pima County Regional Flood Control District (District) if the lots were not needed for drainage/detention purpose. The District has reviewed and accepted the drainage and detention analysis provided by Psomas, Inc., on May 1, 2009, which demonstrated that only lot 151 would be needed and that lots 61 and 152 of Star Valley Estates will not be needed for drainage/ detention purposes in that area.

Therefore, the District hereby officially releases lots 61 and 152 of Star Valley Estates to the Star Valley Estates HOA, to be dispensed with in accordance with the directions of the developer. Please be advised that any construction or placement of fill on either lot 61 or lot 152 will require prior acquisition of a Floodplain Use Permit for such activity. In addition, lot 152 is shown to be within a FEMA A Zone, which will also need to be addressed if and when lot 152 is developed.

If you have any questions or concerns with regard to this letter, please feel free to contact me at 243-1800.

Sincerely,

Bill Zimmerman
Manager, Planning and Development

cc: Bill Staples, Pima County Assessor
Hal Gilbreath, PCAO

RULES AND REGULATIONS Star Valley Estates HOA

Attachment 5 – Quitclaim deed for lots 61 and 152

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LLW
DEPUTY RECORDER
1956 PE-2



DOCKET: 13835
PAGE: 318
NO. OF PAGES: 3
SEQUENCE: 20101190123
06/22/2010
QCDEED 11:25
MAIL
AMOUNT PAID \$ 10.00

W
DAVE BLANKENBAKER
7367 W BRIGHTWATER WAY
TUCSON AZ 85757

**QUITCLAIM DEED
Lots 61 and 152**

For the consideration of Ten Dollars, and other valuable consideration, I or we,

STAR VALLEY ESTATES HOMEOWNERS ASSOCIATION,
an Arizona nonprofit corporation,

hereby quitclaim to S.V.A. CORPORATION, an Arizona corporation,

all rights, title or interest in the following described property situated in the County of Pima, State of Arizona:

Lots 61 and 152 of Star Valley Village, a subdivision in Pima County, Arizona, as recorded in Book 47 of Maps and Plats at Page 26 thereof, in the Office of the Pima County Recorder, Pima County, Arizona.

SUBJECT TO: all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey of the property or a physical inspection of the property would disclose.

Tax Code Parcel Nos. 210-32-0800 and 210-32-1710 respectively.

EXEMPTION: A.R.S. '11-1134(A)(7)

WITNESSETH, that the conditions have been met for the transfer of the above-referenced Lots 61 and 152 as provided in that certain Special Warranty Deed recorded 04/14/2000 at Docket 11277, Page 257, records of Pima County, Arizona, and evidenced by attached Exhibit "A", being a letter from the Pima County Flood Control District, which accepts the results of the hydrological survey report performed by Psomas, which determined that lots 61 and 152 were no longer needed as flood detention basins.

Dated: 06/22/2010

STAR VALLEY ESTATES HOMEOWNERS
ASSOCIATION, an Arizona nonprofit corporation,

By Dave Blankenbaker VP
Dave Blankenbaker, Vice President

By Marcus P. Borom
Marcus P. Borom, Treasurer

140000000 OCT-10

Quitclaim deed: lots 61 and 152
Page 1 of 2

3

RULES AND REGULATIONS Star Valley Estates HOA

Attachment 6 – Letter from PCFCD removing Detention Basin #2 from Star Valley Estates



**PIMA COUNTY
REGIONAL FLOOD CONTROL DISTRICT**
97 EAST CONGRESS STREET, THIRD FLOOR
TUCSON, ARIZONA 85701-1797

**SUZANNE SHIELDS, P.E.
DIRECTOR**

**(520) 243-1800
FAX (520) 243-1821**

January 3, 2012

Cadden Management
Board of Directors, Star Valley Estates HOA
1870 W. Prince Road, Ste., 47
Tucson AZ 85705

Subject: Star Valley Estates—Detention Basin # 2 Determination

Dear Board of Directors:

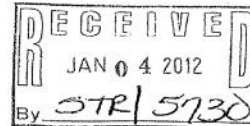
The Regional Flood control District (District) has reviewed your request for the need of detention basin # 2 in Star Valley Estates.

The District agrees that basin # 2 is no longer needed for detention due to improvements upstream in Star Valley. The District concurs that the private drainage easement is no longer necessary for flood control purposes; it is acceptable to the District for the HOA to take legal actions to remove/abandon the easement. All legal issues to abandon the easement and the ownership of the land are the HOA's responsibility.

If you have any questions, do not hesitate to call me at 243-1800.

Sincerely,

Bill Zimmerman
Deputy Director



RULES AND REGULATIONS Star Valley Estates HOA

Attachment 7 – Letter from Pima County establishing responsibility for landscaping and maintenance of roadside areas associated with basin lots.



**PIMA COUNTY
REGIONAL FLOOD CONTROL DISTRICT**
97 EAST CONGRESS STREET, THIRD FLOOR
TUCSON, ARIZONA 85701-1797

**SUZANNE SHIELDS, P.E.
DIRECTOR**

(520) 243-1800
FAX (520) 243-1821

October 19, 2011

Marcus Borom
7087 W Brightwater Way
Tucson AZ 85757

**Subject: Complaint Number: 11-025—Parcel #210-32-1730
Star Valley Village Drainageway**

Dear Dr. Borom:

Thank you for contacting the Regional Flood Control District (District) on October 18, 2011 regarding maintenance responsibility for the drainageway and road right-of-way adjacent to Ironstone Drive and Brightwater Way within the Star Valley Village subdivision.

The plat map for Star Valley Village (Book 47 Page 26 of Maps and Plats recorded at the office of the Pima County Recorder) calls out a 40' public drainageway dedicated to Pima County. This drainageway, parcel #210-32-1730, runs north-south along the east side of Ironstone Drive beginning immediately south of Lot 151 (a private detention basin owned by Star Valley Estates Homeowners Association), then runs east-west south of Lots 63 through 70. The District is responsible for full maintenance of this drainageway.

The plat map indicates that that Ironstone Drive and Brightwater Way are 40' public streets dedicated to Pima County. The Pima County Department of Transportation (DOT) is responsible for maintenance of these road rights-of-way. DOT may be contacted at 740-6429.

The Star Valley Estates Homeowners Association is responsible for maintenance of the detention basin comprising Lots 151 and 152, up to the beginning of the road right-of-way on both Ironstone Drive and Brightwater Way.

*wrong **

If you have any questions regarding this letter, please contact our office at 243-1800.

Sincerely,

Mindy Cox
Mindy Cox, CFM, Senior Hydrologist
Floodplain Management Division

cc: Eric Shepp, P.E., Manager, Floodplain Management Division

Enclosures: Plat Map for Star Valley Village, Sheets 6 and 7

** lot 152 has been transferred to SVA Corp as residential property*