



# Policy and Procedure Handbook

November 19, 2016 Revision  
(Includes Association's Rules)

IN WITNESS WHERE OF, the Association has adopted this Policy and Procedure Handbook at its Regular Board Meeting indicated below and becomes effective on the date indicated.

Association Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted on: \_\_\_\_\_ Board Action Item No: \_\_\_\_\_ Effective Date: \_\_\_\_\_

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**REVISION SUMMARY**

<b><u>Revised Section</u></b>	<b><u>Effective Date of Revision</u></b>
1. _XI. BOARD MEETING POLICY AND PROCEDURES	11/19/2016
2. XIII. MEMBER PRIVACY POLICY	11/19/2016
3. XVII. NORTH ENTRANCE GATEHOUSE	11/19/2016

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**KEY CONTACT INFORMATION**

**Association Manager:**

*(all Association related questions,  
billing, concerns, etcetera)*

**Amy Telnes Management Services**

Amy Telnes  
1234 N. Kiowa Blvd  
Lake Havasu City, AZ 86405  
(928) 505-1120  
(928) 505-8097 fax  
managementservices@frontier.com

**Association Website:**

*(all meeting notices, meeting minutes,  
general information, Governing  
Documents, financial statements,  
Reserve Plan, fee schedule, change of  
Information form, etcetera)*

**therefugepoa.com**

**North Entrance Gate House:**

*(to arrange guest or visitor passes,  
security-related matters,  
Storage Area, etcetera)*

**number to be issued**

**Security Firm:**

*(24-hour contact number)*

**Warren Security Services**

(928) 542-3401

**Architectural Review Applications:**

*(all new construction & landscape,  
exterior changes, landscape changes  
require application submitted-approved  
required by Design Review Committee)*

**Amy Telnes Management Services**

*(see contact info above-obtain forms  
from and submit to them)*

**Emergency**

**9-1-1**

**Desert Hills Fire Department**

**(928) 764-3333**

**Mohave County Sheriff Substation**

**(928) 764-3311**

**EPCOR Water**

**(800) 383-0834**

**Unisource Energy (electric)**

**(877) 837-4968**

**UNS Gas (for gas leaks call 9-1-1 first)**

**(877) 837-4968**

**AW – Allied Waste**

**(928) 855-9441**

**Animal Control – Western AZ Humane Society**

**(928) 855-5083**

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**ASSOCIATION'S MESSAGE**

The Refuge Community Association is widely considered one of the most desirable of all Lake Havasu gated-communities. The Association is committed to maintaining a safe, clean and attractive neighborhood on behalf of its Members. To achieve such standards, we do rely heavily upon the cooperation of Members to adhere to the provisions set forth by the Governing Documents.

We invite your active participation in Community meetings and events. You will find that our Board and Committee volunteers are committed to Community excellence and always welcome your valued input.

The Policy and Procedure Handbook contains valuable information intended to establish the basic standards of the Community and assist all Members, Directors and Committee Members in becoming better acquainted with Community operations and other important matters. This is in order that all Members may enjoy the rights incumbent in ownership while at the same time, respecting the rights of others within the Community including the quiet and peaceful occupancy of their property and use of the Association Property.

In addition to this Handbook, all Members are encouraged to be knowledgeable of, and are asked to adhere to, the contents of each of the other Governing Document listed below:

- Declaration of Covenants, Conditions, and Restrictions (CC&R's)
- Bylaws & Articles of Incorporation
- Design Guidelines
- Fee Schedule

Board Members and Committee Members will be required to certify in writing to the Association that they have read and understand the Governing Documents of the Association, along with Arizona Statutes 33-1801 through 33-1818 (see Exhibit "1").

Please remember that all of the information contained in this Handbook is intended to help keep your Community a safe, comfortable and a highly desirable place in which to live. Understanding of, and cooperation and compliance with, established Community policy can dramatically enhance Community property values.

Please take time to peruse this informative Handbook and retain it for later reference. For Members who may choose to rent their home, have family members, visitors or guests, a portion of this Handbook is designed to be a "pull out" and provided as a "Rules Section" so that they will have ready access to the rules of the Association that apply to them. We trust that you will find its contents to be beneficial to your understanding and future enjoyment of The Refuge Community.

*Sincerely,*  
*Your Association*

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**I. ADMINISTRATION**

The Board of Directors from time-to-time in accordance with the Association's Governing Documents (specifically CC&R's section 3.9) may in any open meeting amend, adopt or delete, the Policies and Procedures and Rules and Regulations of the Association with a majority vote of the Board. Should the Board make changes to the above, it shall provide all Members access to the changes via the Association's website within 30 days after adopting the change. The Policy and Procedure Handbook is meant to supplement the Association's other Governing Documents. Nothing contained herein shall be read to be in conflict with any federal, state, or local law, ordinance, or regulation. In the event of any conflict with any part of the Policy and Procedure Handbook, the offending portion shall be excluded without otherwise impacting the validity of the balance of the Handbook.

**II. ASSOCIATION ENFORCEMENT AND VIOLATION PROCEDURE**

**Enforcement Policy**

Enforcement of the Governing Documents is the responsibility of the Board of Directors. From time to time, the Board, the Design Review Committee, its Association Manager or its agents may do property inspections to determine if violations of the Governing Documents have occurred. Additionally, any Member (property owner) of the Association may file a written complaint to the Association Manager detailing time, date and nature of the alleged violation (see Exhibit 2). The Association Manager will then take the necessary steps to investigate the complaint and if warranted, issue a violation notice.

Depending on the severity and frequency of the violation by a given violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. However, for continuing or especially egregious circumstances, fines/special assessments may be imposed at the maximum fee (see Fee Schedule on the website). The enforcement procedures will also apply to builders who maintain Compliance Deposits with the Association (CC&R's section 6 and section 9.4.7).

**STEP I – Initiation**

If a Member, a Board Member, Association Manager, Security Personnel or another designated representative of the Association completes a **Complaint/Violation Report** (see Exhibit "2"), against a Member, the Complaint/Violation Report will be verified as described below.

**STEP II – Verification**

The Association will verify a Complaint/Violation Report based upon the CC&R's, Bylaws, Rules or Design Guidelines (hereafter *Governing Documents*). Violation shall be defined as an act in direct conflict with the Association's Governing Documents, and/or local, county, or

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state requirements. Verification of a complaint/violation shall be deemed accomplished by the issuance of a citation by an authorized person.

**STEP III – Documentation**

- A. **Action 1:** A **Warning Notice** shall be completed by the Association and forwarded to the violating Member. At the discretion of the Board, this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted. The Member will be given thirty (30) days from the date of the first Warning Notice date to correct the violation and bring their property into compliance. The first Warning Notice will contain the following:
- i. Detail of violation
  - ii. Detail of corrective action required
  - iii. Notice that the Member has a right to request a hearing by notifying the Board of Directors in writing within thirty (30) days of the date of the Warning Notice (otherwise such right is waived).
  - iv. If available, a picture of the violation will be attached to the violation notice.
  - v. Deadline by which to cure the violation
- B. **Action 2:** If the violation persists after thirty (30) days from *first Warning Notice and a hearing in not pending pursuant to Action 1 above*, the Association will issue the Member a second Warning Notice that includes a fine in accordance with the Association's current Fee Schedule posted on the Association's website. The Member will then be given an additional thirty (30) days from the date of the second Warning Notice to correct the violation and pay the fine. A second Warning Notice will contain the following:
- i. Warning Notice will indicate second notice
  - ii. Association will impose a fine in accordance with the Fee Schedule
  - iii. Deadline by which to cure the second Warning Notice.
- C. **Action 3:** Upon failure to correct the violation after thirty (30) days from the *second Warning Notice*, a **Hearing Notice** will be sent to the violating Member, setting forth the date, place and time where the violator can be heard before the Board of Directors on the violation. Failure to appear could result in immediate discipline including, but not limited to, Member not being in Good Standing, imposition of a fine and Special Assessment, suspension of voting and common area privileges. Association must give at least fifteen (15) days, but no more than thirty (30) days written notice of the hearing to the violator (pursuant to the CC&R's (1.28, 1.35, 1.47, 3.3.4, 3.9).
- D. **Action 4:** If the violation is not remedied or resolved at Board of Directors Hearing, the matter will be turned over to the Association's Attorney to proceed with all legal means available to effect compliance at the expense of the Member.



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- E. All fines, special assessments and expenses will remain on the Member's account until paid in full. Any suspension of use privileges due to an infraction of the Governing Documents will remain in effect until the violation is cured as determined by the Board of Directors.**

**STEP IV – Member Hearing Procedure**

- A. Findings of Fact and Recommended Action:** The Board of Directors must make specific findings as it relates to the violation of the Governing Documents, noting them on the **Member Hearing Procedure and Ruling Notice** along with the facts that support its decision. The decision of the Association and action recommended/taken should also be noted. NOTE: If no violation is found, then no remedy is required, and the Association would then issue a Ruling Notice pursuant to Step C below.
- B. Remedies:** If it is determined a violation has taken place, the Association has the following remedies:
- i. Suspend voting and/or common areas privileges** (CC&R's section 3.3.4).
  - ii. Self-Help Remedy for Continuing Violations** – If the violation of the Governing Documents continues and can be cured through a self-help remedy (correcting a violation directly by the Association), the Board's action shall be to demand correction of the continuing violation on or before a date certain by which a Member must comply (a reasonable period of time shall be given to the Member) via the Ruling Notice. The Ruling Notice should further indicate that if the Member fails to comply within the time period provided by the Association, the Association shall bring the Member into compliance and charge the cost of same to the Member as an enforceable Special Assessment (CC&R's Section 6 and Section 12.3).
  - iii. Self-Help Corrections** – Upon failure to correct a violation or noncompliance by the date specified in the Ruling Notice, the Association shall have the right, upon not less than twenty-four (24) hours prior written notice, to enter upon any Lot for the purpose of curing the Violation or Noncompliance, including but without limitation, the following:
    - 1. Removal of any unauthorized improvements and restoration of premises;
    - 2. Removal of any unauthorized personal property and placing the same in storage at the expense of the non-compliant Member;
    - 3. Repainting the exterior of any building which has been painted in an unapproved manner or color;
    - 4. Replacement of any trees, or other vegetation which has died or been removed without approval; and,

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5. Cleaning up any unsightly material or debris upon any Lot

Any such entry shall not be deemed a trespass (CC&R's Section 12.3).

- iv. **Impose Special Assessment/Fines** – Even if the violation is not of a continuing nature and does not lend itself to a self-help remedy, the Board still has the authority to impose a special assessment/fine for failure to comply with the provisions of the Governing Documents. The Board may only impose a Special Assessment after providing notice and hearing to a violating Member, pursuant to the minimum requirements set forth herein. The following Special Assessment structure is based upon a reasonable determination of the costs (i.e. attorney's fees, property management fees, etc.) expended by the Association in performing its functions in enforcing the Governing Documents as well as a fine:

- |                      |   |
|----------------------|---|
| 1. First Violation:  | Written Warning Notice                                  |
| 2. Second Violation: | Fine per Association's Fee Schedule                     |
| 3. Third Violation:  | Hearing, Special Assessment, plus possible legal action |

- C. **Ruling Notice.** Regardless what remedy the Board chooses to take, even if no violation is found, the Association must mail to the violating Member, a Ruling Notice within seven (7) days after the date of hearing, pursuant to Governing Documents. If the Board action is to impose a Special Assessment/fine, then the Board must authorize the Association Manager, or other representative, to give the Ruling Notice to the violator, and request payment of any Special Assessment against the violator within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes whichever is applicable.

- D. **Collection of Special Assessment/Fines.** Pursuant to the Association's collection policy and Section 6.5 of the CC&R's, Special Assessments shall be levied by the Association against a Member and his/her Lot to compensate the Association for:

1. Costs incurred in bringing a Member's Lot into compliance with provisions of the Association's Governing Documents;
2. Any increased maintenance costs to the Association caused by the Member's Lot, or caused by the Member, Occupant, Guest, Family Member, Invitee or Other Persons on the Lot with the consent of the Member or Occupant;
3. Any other charge designated as a Special Assessment in the Governing Documents;
4. Fines levied or fixed by the Board as provided herein; and
5. Attorneys' fees, interest and other costs or charges which are incurred in connection with a Special Assessment in accordance with the Governing Documents.

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**III. ATTORNEY FEES POLICY**

**Attorney Fees**

The Association will require Members to reimburse the Association for collection costs, reasonable attorney fees and any other costs incurred in its attempts to (a) collect sums owed to the Association and (b) enforce the Governing Documents, including Rules and Regulations of the Association. In the event the Member prevails, the Association shall not charge any of the above costs to the Member.

**Attorney Client Privilege**

Once the Board has resolved any matter for which they sought legal advice or that concerned litigation, including collection of past due assessments, the Board at its discretion may disclose such communication or opinion at an open meeting and make the opinion an open document to the Association Membership, or the Board, at its discretion, may preserve the attorney client privilege on the issue. The Board shall discuss any such matter in executive session prior to relinquishing the attorney-client privilege.

**IV. CODE OF CONDUCT FOR BOARD MEMBERS**

While this section references Board Members, the same uniform standard would apply to all duly appointed members of Association Committees.

**Board Members shall act in the best interests of the Association as a whole**

Board Members serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Association as a whole. Board Members shall not use their positions for private gain, for example:

- No Board Member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking or currently has a contractual or other business or financial relationship with the Association.
- No Board Member shall seek preferential treatment by the Board, any of its committees, or any contractors or suppliers.
- No Board Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- No Board Member shall receive any compensation from the Association for serving on the Board.
- No Board Member shall willfully misrepresent facts to advance a personal cause or influence the Community to advance a personal cause.
- No Board Member shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

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- No Board Member shall threaten other Board Members or the Association with false accusations for the purpose of advancing a personal cause.

*The above list is offered for illustration purposes and is not intended to be exclusive.*

**Board Members shall comply with the Governing Documents and relevant law**

Board Members shall use their best efforts at all times to make reasonable decisions that are consistent with the Declaration, Bylaws, and other Governing Documents of the Association, and to be familiar with all such documents. Board Members shall likewise comply with and make decisions that are consistent with all applicable laws, including, but not limited to, refraining from discriminating against any person on the basis of race, color, religion, national origin, gender, family status, sexual orientation, or mental or physical disability.

**Board Members shall set high standards for themselves as Association Member**

Board Members shall hold themselves to the highest standards as Members of the Association, and shall in all ways comply with the provisions of the Association's Governing Documents.

**Board Members shall work within the Association's framework and refrain from unilateral action**

Board Members shall at all times work within the Association's framework and abide by the systems of management established by the Association's Governing Documents and shall act upon decisions duly made, and no Board Member shall act unilaterally or contrary to such decisions.

**Board Members shall behave professionally at Meetings**

Board Members shall conduct themselves at all Meetings, including Board Meetings, Annual Meetings of the Members, and Committee Meetings, in a professional and businesslike manner. Personal attacks against other Board Members, Association Members, residents, officers, Association Manager, or guests are not consistent with the best interests of the Community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and business-like manner.

**Board Members shall maintain confidentiality when appropriate**

Board Members shall at all times maintain the confidentiality of all legal, contractual, personnel and management matters involving the Association. Board Members shall also maintain the confidentiality of the lives of other Board Members, Association Members, residents and Association Manager and its staff.

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**Board Members shall disclose conflicts of interest**

Board Members shall immediately disclose to the Board any perceived or potential conflict of interest regarding any aspect of the business operations of the Association. Refer to the Disclosure/Conflict Policy in this Handbook for potential forms of conflict.

**Board Members shall refrain from defaming anyone in the community**

Board Members shall not engage in defamation, by any means, of any other Board Member, Association member, resident, or Association Manager and its staff. The Association shall deem any Board Member who engages in defamation to be taking action outside the scope of his authority as a Board Member.

**Board Members shall refrain from harassing the Association Members, residents or others**

Board Members shall not in any way harass, threaten, or otherwise attempt to intimidate any other Board Member, Association Member, Association Manager, Security Officer, resident or others. The Association shall deem any Board Member who harasses, threatens, or otherwise attempts to intimidate any other Board Member, Association member, Security Officer, resident, or Association Manager and its staff to be acting outside the scope of his/her authority as a Board Member.

**Board Members shall refrain from interfering with management staff and contractors**

No Board Member shall interfere with the duties of Association management staff or any contractor executing a contract in progress. All communications with contractors must go through one designated Board Member or Association management, or must otherwise be in accordance with Board policy.

**Violations of Code**

Violations of this Code of Conduct shall be brought to an Advisory Hearing Board, comprised of other Board Members, as well as the Association's attorney, Association Manager and/or accountant. Any Board Member who violates this Code of Conduct agrees that the Board may seek injunctive relief against him/her, following a hearing before the Advisory Hearing Board, unless circumstances necessitate the issuance of injunctive relief prior to such hearing. The Board Member also agrees that the Board shall be relieved of posting bond as a condition of its injunctive remedy. Such Board Member must pay the attorney's fees incurred by the Association/Board in any enforcement effort.

**V. TERM FOR OFFICERS AND COMMITTEE MEMBERS**

Officers and Committee Members shall be appointed by the Board for a period not to exceed twelve (12) months. New or reappointed Officer or Committee Member positions shall be

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made each year either during the Annual meeting or the meeting immediately following the Annual meeting. Nothing in this paragraph shall be interpreted to limit the number of years a particular Board Member may serve as an Officer or a Member serve on a Committee.

#### **VI. DISCLOSURE/CONFLICT POLICY GUIDE**

The Association's Board Members, DRC Members, other Committee Members and potential candidates are encouraged to review all possible conflicts and disclose any that may affect a Member's position. Not disclosing a conflict could result in removal from the Board; the Design Review Committee, or any other Committee established by the Association.

Any person applying for one of the above positions shall complete a Disclosure Attestation form, including annually any incumbent Director or Committee Member. The Association's Board reserves the right to amend the Disclosure Attestation form when circumstances change. The Disclosure Attestation form adopted as a part of this Handbook is attached as Exhibit "3" and can be found on the Association's website for downloading.

#### **VII. POLICY REGARDING CONTACT WITH LEGAL FIRMS**

The Association has developed a guideline for Board Members to follow regarding contact with the Association's attorneys. This guideline will assist the Association in managing efficiencies and costs.

- The Association's President will make contact with the association's legal firm(s) regarding all legal matters, including Association's policies, CC&R's, DRC matters or AZ Statutes. If a Board Member or the Association Manager has questions or comments for one of the legal firms regarding these subjects or any other subject related to the POA, written questions or comments should be submitted to the President.
- The Association Manager will make contact with the legal firm(s) regarding normal POA business or business related to the duties of the Association Manager. The Association Manager will assign all POA issues and billings to one of two categories: (a) legal expenses related to and potentially to be charged to a Member, or (b) legal expenses for normal POA business (Board Minutes, CC&R's, DRC, AZ Statutes, etc.).
- The President and Association Manager will make every effort to coordinate any legal contacts that may overlap the above.
- The Board will have the authority to convene an Executive Session (whether in person or via conference call) for the purpose of authorizing a Board Member other than the President to contact the Association's legal counsel for a specified issue.
- The Association Manager is authorized to contact any of the Association's legal firms for the purpose of requesting invoices or further information on billing matters.
- The Association's Policy Regarding Contact will be shared with each legal firm.

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**VIII. COLLECTION POLICY**

**Association Dues and Special Assessments**

Association dues, Special Assessments and other charges are due and payable on the first day of each calendar quarter. The Association will make reasonable efforts to send all quarterly billings ten (10) days prior to the 1<sup>st</sup> of each quarter. It is the Member's responsibility to submit payment to the Association in a timely manner, whether or not the Member receives a quarterly statement. If a member cannot pay his/her dues or Special Assessment by the Delinquency Date, the Member is encouraged to convey their situation to the Association Manager and request to have any late fees waived pending an improvement in the member's financial situation. It shall be the policy of the Association to work with any Member in such a financial situation to avoid late fees if the member communicates timely and regularly with the Association Manager and honors any commitments made.

- Payments will be considered late or delinquent if not received by the 15<sup>th</sup> day of each calendar quarter (the Delinquency Date).
- If payment is not received by the Delinquency Date, a late fee of \$15 or 10% of the amount due, whichever is greater, may be assessed beginning on the 16<sup>th</sup> day.
- Late notices will be sent approximately on the 16<sup>th</sup> day of the calendar quarter.
- Demand letters will be mailed by the Association if the dues or assessments are not paid within 30 days following the Delinquency Date.
- The Member will be given 10 days following the Delinquency Date to become current before enforcement procedures begin.

Additional late fees may be assessed on the first day of each succeeding calendar quarter until the quarterly dues are paid in full. The Association reserves the right to turn over all past due accounts to the Association's legal firm or collection agency to take whatever action they deem necessary to collect the debt. All costs related to collecting on a delinquent account, including any interest that maybe imposed, will be the responsibility of the delinquent Member. The Board at its discretion may enter into a payment agreement with the Member anytime within 30 days following the Delinquency Date. All collection efforts by the Board, Association Manager, collection agency, or Association legal firm shall be discussed in Executive Session only.

**Returned Checks**

If a check is returned to the Association for any reason a fee in accordance with the current Fee Schedule, will be charged to the Member's account. Additionally, other fees allowed by the Governing Documents and all fees and costs incurred to collect on the returned check shall be the responsibility of the Member. Should the Association receive two (2) returned checks in any 12-month period, it may require the Member to pay by certified funds.

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**Application of payments made to the Association**

Regardless of inscriptions or notations on the check, all payments received shall be applied in the order listed here beginning with No. 1: 1) current assessments; 2) current special assessments; 3) past due assessments; 4) past due special assessments; 5) returned check charges or fees; 6) fines and late fees; 7) any and all attorney fees, legal fees and costs; and 8) other fees. Checks containing a restrictive endorsement on the back will be returned to the Member and the amount tendered shall be considered unpaid.

**IX. NUISANCES AND EXCESSIVE NOISE**

The Governing Documents give to each and every Member and his/her family, dependents, residents, and guests, a right to the peaceful enjoyment of their home and property, and prohibit obnoxious or offensive activities.

No obnoxious or offensive activity shall be carried on, in, or upon, any Lot or Association Property, nor shall anything be done therein which is an unreasonable annoyance or nuisance to any other Member or resident. Without limiting the generality of the foregoing provisions, or any statutory provisions governing the same, no loud noises, or obnoxious odors, horns, whistles, bells, wind chimes, or other sound devices (other than security devices used exclusively for security), noisy or smoky vehicles, large power equipment or large power tools, or items which may interfere with television or radio reception of any Member or resident, or otherwise unreasonably interfere with other Members or residents, shall be located, used or placed on any portions of any Lot.

The Board of Directors shall have the right to determine, in accordance with the Governing Documents, if any noise, odor, interference or activity producing such noise, odor or interference or activity constitutes a nuisance. The inclusion of any specific items and actions as a nuisance is illustrative only and shall not limit the generality of any provisions herein.

The Board does reserve the right to consult the Association's legal counsel for advice on any dispute. If the dispute cannot be resolved the Board may take whatever action is deemed necessary to enforce the Governing Documents and protect the well being of the Association.

*All Members and residents have recourse to contact 9-1-1 or the Sheriff for prompt action.*

**X. RENTALS/TENANTS**

Any Member leasing or renting a residence to a third party must comply with the followings conditions (CC&R's section 10.13):

1. Provide the Association with notice of the lease or rental by completing and submitting the **Lease or Rental Notification Form** (see Exhibit "4") to the Association prior to the lease or rental taking effect. The signed lease or rental agreement



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between the Member and third party must comply with all applicable laws and ordinances.

2. The term of the lease or rental must be for a minimum of four (4) months. Daily, weekly or monthly rentals are prohibited. Any Member that violates this provision will be subject to enforcement action and possible fines.
3. The Member (property owner) shall provide the tenant with a copy of the CC&R's, Bylaws, the "Rules Section" of the Policy and Procedure Handbook and any other policies and resolutions and incorporate these documents into the tenant's agreement. The tenant shall execute and furnish a receipt to the Association, evidencing that the set of Governing Documents has been provided and agreeing to comply with the terms and provisions of the Governing Document. The Member shall use the Association's Form, Lease or Rental Notification Form, for this purpose (see Exhibit "4"), which can be downloaded from the Association's website. The Association shall be entitled to assess a reasonable fee for any Governing Documents delivered to the tenant.
4. It is further recommended that the Member (property owner) inform tenants that they are jointly and severally liable and accountable for any infractions of the Governing Documents. This does not absolve the Member of liability for any violations by tenants.

**XI. BOARD MEETING POLICY AND PROCEDURES**

**Notice of Meetings**

Every effort will be made to provide a Notice of Regular Board meetings along with a preliminary agenda that will be distributed by email and/or posted on the Association's website at least 7 days prior to the meeting, showing date, time and location. Meetings may be canceled or rescheduled without notice. All actions taken by the Board shall be properly recorded as Minutes so there is a full and complete record of all official business conducted by the Association.

Executive or closed-door sessions of the Board may be conducted only for the following reasons under Arizona Statutes 33-1804, which are generalized below:

1. Legal Matters
2. Litigation Matters
3. Personal, health or financial Matters of a Member, Employee or a third party Employee
4. Matters relating to job performance, compensation, health or complaints against an Employee, or a third party Employee
5. Discussions related to a Member's appeal, violation or penalty

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Board Members and other invitees to the Executive Session are bound not to disclose information discussed in the Executive or closed door session to any other person or persons. If action is warranted by the Board, the Board may take that specific action in a form of a motion, in open session, with great care taken to not disclose the confidential aspects of the discussion that occurred in the Executive discussion. The Minutes of all Executive Session meetings shall be taken, including all votes taken and resolutions adopted or rejected. These Minutes will be retained by the Association Manager or the Association's legal counsel.

The Board shall make every effort to notify the Members of every closed session and to provide a general summarization, if possible of the closed session matters without disclosing or breaching confidentially.

#### **Annual, Regular or Special Board Sessions**

The Refuge Community Association is considered to be a Private Community. All Board Meetings of the Association are private and are open only to all current Members of the Association that are legal property owners (either directly, through a trust or corporate entity), or any person designated by a Member in writing as the Member's representative and all Members or designated representatives so desiring shall be permitted to attend and speak at an appropriate time during the deliberations and proceedings. Ref: A.R.S. 33-1804(A).

Anyone not a Member or not invited in accordance with the preceding paragraph, will be considered trespassing and will be asked to leave the meeting immediately.

Members are encouraged to attend all Board Meetings and Member comments at meetings are also encouraged. The President of the Association may set a time limit on the comments from each Member during Board meetings.

#### **Required Personal Conduct at Meetings**

At all Meetings, any speaker must be recognized by the President or the Chair and then proceed to the front of the room to speak from the podium. No person in attendance shall interrupt anyone who has the floor. All discussion and comments must be relevant to the Agenda items. All attendees at any meeting will behave with common courtesy and civility, along with observing rules of decorum and not engage in obscene gestures, shouting, profanity, name calling, insults, physical or verbal threats, or other disruptive behavior. All Members will have the opportunity to speak once on an issue before permission is given to a Member to speak twice to the same issue. All attendees present will follow the direction of the President or Chair of the meeting, including but not limited to, a request to step down. Failure to comply will result in the person or persons being removed from the meeting.

#### **Private Videotaping of Meetings**

Any Member in good-standing may videotape the annual, regular or Special Board Meeting

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with at least a 7-day prior written notice to the Association. If a Member chooses to engage the services of a third-party for videotaping of the meeting, the Member must be in attendance at the meeting to manage the third-party videographer.

Following the Call to Order and Verification of Quorum of each Meeting, the Board President or Association Manager will disclose to Members and invitees in attendance if videotaping will occur. If the Meeting is to be videotaped, the name of the Member arranging for the videotaping will be announced and the Member will be asked to stand and confirm their acknowledgment of the videotaping policy. The Board will also post a "Notice" in the front of the room if videotaping is to occur.

The following protocol shall be followed by anyone videotaping an Association Meeting:

1. The video recording equipment will be stationed and positioned in a location in the room that only allows the videotaping of the Board Members, Association Manager and podium Speakers, and not interfere in anyway with the meeting or anyone's line-of-sight
2. Videotaping the audience Members or Attendees of the meeting is strictly prohibited and the privacies of Members in attendance must be respected
3. In order that the full proceeding of any videotaped meetings are captured by the videographer, the President or Chair of any such meeting will require all speakers/questioners from the audience at such meeting to come to the front of the room and speak from the podium
4. The Member, conducting or arranging for the videotaping of a meeting, shall be responsible for assuring that points #1 and #2 are followed. Failure to adhere to these points will result in the Board halting further videotaping and removal of the videographer
5. Within 14-days following the meeting, the Member shall provide an unedited copy of the videotape to the Association at no cost
6. The posting of any private Association meeting videos on YouTube or other similar "open" public venues is prohibited, except such videos can be shared with Members via any website, service, application or other means that restrict access to such video to those with a password that will be provided to all Members. Videos are only permitted to be shown and shared among current Refuge Property Owners or their agents in a private setting or venue
7. The Member responsible for videotaping a meeting, shall advise the videographer of the confidentiality of the meeting and the videographer shall only distribute copies of the videotape to the hiring Member. Copies of videotapes shall be labeled to indicate "private material" or similar type markings, along with the date of the meeting

**Any Member or videographer that fails to adhere to the Association's Policy and Procedures as well as the privacy of Members, will be denied the right to videotape future Meetings.**

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#### **Meeting Minutes**

The Meeting Minutes of Regular or Special Board Sessions will be made available on the Association's website or in writing from the Association Manager no later than 60 days following the scheduled meeting. A preliminary draft of the Annual Meeting Minutes will be made available within 90 days following the Annual Meeting. Formal approval of the Annual Meeting Minutes will take place during the following Annual Meeting of the Members.

#### **XII. USE OF ASSOCIATION PROPERTY**

Association Property and common areas located thereon have been provided and are maintained for the use of all Members, their families, dependents and guests. The Association Property is a substantial capital investment by its Members. As such, it is the responsibility of all to use the facilities with care and immediately report any violations, misconduct, damage, and/or unauthorized use to the Association Manager in writing. Any posted Rules on Association Property shall be adhered to at all times.

#### **XIII. MEMBER PRIVACY POLICY**

This Member Privacy Policy describes The Refuge Community Association's policy and general business practices as a privately owned Master Plan Community. Your Association understands how important your privacy is, and we appreciate the trust placed in the Board and Association Management to manage your personal information responsibly and with integrity. The information that is provided by a Member is used to provide you with official Meeting Notifications, Elections, Information on Governing Documents, Community Newsletters, Email Blasts and billing statements. The Association does not collect any private or personal information on its website and the website is not used for commercial purposes, however, please note that by visiting and using [therefugepoa.com](http://therefugepoa.com), you are accepting the practices of third party administrators of the website.

#### **Member Privacy Protection**

All Property Owners are required to provide the Association with Personally Identifiable Information such as, mailing address (including out of town/state addresses), phone contacts, email addresses, emergency contacts and in certain cases banking information. This information is never disclosed to third parties without the consent of the Member. However, the Association does reserve the right to share Member's information with the Association's counsel, debt collectors and accounting firms in the cases of monetary delinquencies or legal matters, or in cases required by law, wherein the Association has a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on the Association. The Association does not collect social security numbers or date of birth information.

The Association will share general Member information with other Members of the Association

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when requested. This information will be limited to Property Owner name(s), mailing address and lot number. Personal phone numbers or email addresses will only be made available to other Members of the Community with written consent of the Property Owner, such consent to be routinely sought by the Association Manager each time Member contact information is updated, the frequency of which shall be no less than every 12-months.

The Association protects the personal information you provide to us internally with its Association Manager. Only authorized employees of the Association Manager will have access to the information provided to the Association.

#### **Computer Gathered Information**

As a user navigates the Association's website, certain passive information may also be automatically collected, including the user's Internet Protocol address, browser type, and operating system. Additionally, the web site uses cookies to gather navigational data like Uniform Resource Locators (URL), the date and time of the user's visit, and the pages, solutions and information for which the user searched and viewed. The Association's website is powered by Godaddy.com which also has an applicable privacy policy which can be found at Godaddy.com. Users are urged to read their policy as well.

### **XIV. DESIGN REVIEW COMMITTEE**

The Design Review Committee is tasked with the responsibility of insuring that the design philosophy as outlined in the Association's Design Guidelines is carried forward on each and every property in the Community. It is important that each Member realizes and respects that their home and improvements represent a visual part of the overall framework that composes the image of the Community. The Design Review Committee decisions are intended to ensure this conformity, yet allow a certain amount of Member creativity in the design of these improvements.

These Design Guidelines represent the most current decisions by the Association in this regard, but may be revised by the Association's Board of Directors at any time (*CC&R's section 9.3*).

#### **Approval of Waivers or Variances**

Each Member is responsible for fully complying with the Association's Design Guidelines. All plans for improvements must be submitted to the Design Review Committee and approved by them prior to any changes being made. All approvals granted by the Design Review Committee must be in writing.

If any waivers or variances are requested, the Design Review Committee shall review the request. If approved by the Committee, the Committee's recommendation will be: 1) sent to the Association's Board of Directors for review, 2) sent to affected neighboring property owners, and 3) posted to the Association's website. If no objection is made by any Property

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Owner or Board Member to the Committee's recommendation, then the recommendation shall become effective after thirty (30) days. In the event any Property Owner objects to the Committee's recommendation, then the Board of Directors shall make a final determination whether to approve or disapprove the request.

#### **Contractors**

The Association or the Association Manager do not approve or recommend Contractors for use by the Member for the purpose of making improvements to lots within the Community. The Association's Board of Directors may eject from, or deny access to, the Community for any Contractor, if in the opinion of the Board of Directors, the Contractor violates any part of the Association's Governing Documents, or the Contractor's performance does not meet the standards required by the Association's Design Guidelines.

#### **XV. RECORDS**

Many of the Association's Records are open to Members of the Association and all Members have a right to inspect the Association records as permitted in the Governing Documents. Most of these records are readily available on the Association's website for review. As a note of procedure, the Association Manager will make every effort to have documents posted on the Association's website in a timely manner, however certain documents will require reconciliation, audit or Board review prior to being released.

*The following Association Records are NOT available for inspection or copying:*

- Attorney-Client Privileged documents and records, unless the Board votes to remove such privilege
- Documents that would invade individual privacy, such as social security numbers, dates of birth, bank account information, etc.
- Documents related to ongoing contract negotiations that could have a negative impact on those negotiations if disclosed prior to approval
- Documents related to employee issues and/or disciplinary actions taken for current employees and contractors (if applicable)
- Documents that would be confidential under statutory or judicial requirements
- Delinquent Member names or account information.

#### **XVI. MEMBERS' CONTACT INFORMATION**

It shall be the Member's responsibility to inform the Association through its Association Manager's office of any changes to the Member's personal contact information in **writing**. A Member Property Owner Information and Opt-Out Form can be found on the Association's website at [therefugepoa.com](http://therefugepoa.com).

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**XVII. NORTH ENTRANCE GATEHOUSE**

The incorporation of a guarded Gatehouse at the north gate residential entrance to The Refuge Community property requires the establishment of basic procedural protocols to be observed and practiced by both security company personnel and community Members, residents, guests service vendors and contractors.

The primary objective of the Security Officer at the Gatehouse is to control and monitor residential access to the community. The north gate is not intended to be used for entry to the Golf Course Club House. The Gatehouse will normally be manned by a Security Officer Monday – Saturday from 6 AM to 4 PM.

**Security Officer Duties**

- Allow residents and their authorized invitees access to the community
- Allow authorized contractors, service vendors, subcontractors and delivery vehicle access
- Deny access to unauthorized persons
- Redirect Golf Course Club House guests to the south entry gate
- Report potential safety hazards
- Patrol the community at selected intervals everyday while on duty
- Assist visitors and serve as concerned public relation representatives of the Members
- Monitor the community's Storage Area

The Gatehouse maintains a Gatehouse Member Information List for all Refuge property owners. This list is used to verify authorized access to the community and should be kept current. The Security Officers are not authorized to accept verbal or written changes to any information on the Gatehouse Member Information List. Changes can be made only by contacting the Association Manager in writing.

Any verbal information and/or communication with the Security Officers for the purpose of obtaining access to the Refuge shall require verification as follows:

- Verification is accomplished when the Security Officer initiates a telephone call to the homeowner or resident based upon data on file from the Gatehouse Member Information List, or;
- Face-to-face or incoming call requests: Verification will be accomplished by one of the following:
  - Confirming resident name and address as contained in the Gatehouse Member Information List or;
  - Verifying the inbound caller ID telephone number with the Gatehouse Member Information List.

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Gate Procedures for Real Estate Open Houses

Access to The Refuge Community's north gate for real estate open houses outside of the normal operating hours when security staff are on duty may be provided by a Security Officer supplied by the Association. A minimum fee for this service will be based on a block of time when an open house will be held, and this cost is the responsibility of the real estate agent or Member who is selling his or her residence. Please note that open houses are only permitted between the hours of 8:00 AM and 6:00PM per ARS 33-1808. The gates will not be left open and unattended for any open houses.

- The Member who is selling their residence or the real estate agent representing them will be permitted to station a person at the north entrance gate to facilitate gate access for prospective purchasers. As an alternative, the prospective purchaser may use the gate call box to dial the residence for access
- If a Gate and Security Officer services are selected for open houses, arrangements must be made with the Association Manager at least five (5) days prior to the requested open house. Exceptions may be made on a case-by-case basis, but if sufficient notice is not provided, the Association Manager cannot guarantee that a Security Officer will be available, which may necessitate the cancellation of the open house
- The Security Officer provided by the Association to facilitate access for the open house may provide the following services: 1) Opening the main gate to provide access for prospective purchasers during the open house 2) Providing instructions on where prospective purchasers should park (e.g., guest parking spaces) and 3) Handing out brochures for the open house that are provided by the realtor or other person connected with the sale of the residence
- Signage advertising an open house may be placed in the center island in front of the Gatehouse the day of the open house and must be removed immediately following the open house
- Directional signage is required at strategic locations throughout the community the day of the open house and must be removed immediately following the end of the open house
- Signage advertising an open house and directional signage is limited to signage that is not affixed, drilled, nailed, or staked into any building surface, concrete, asphalt, or landscaping plant material. This signage should not be placed on any walkways or roadways or in any way that would impede access for pedestrians or vehicles



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Prohibited Actions

Each Member is issued one personal access code for the vehicle entrance gates, which may NOT be posted anywhere in the community, including but not limited to the entry system callbox, signage, maps, or advertisements. The south gate entrance shall not be utilized for open houses.

- Access codes may not be published or posted on MLS or other listings or advertisements open to the public
- Access codes distributed during an open house, published, or otherwise distributed to persons that do not permanently reside in the development will be deactivated
- Any action conducted during an open house that negatively impacts the security of the development, poses a hazard or safety concern, creates a nuisance, or unreasonably interferes with the use or the quiet enjoyment of the community is prohibited

Any Member who does not comply with this policy or conducts an open house where the Member, realtor, invitees, or other persons do not comply with this policy is subject to a fine after notice and a hearing before the Refuge Board of Directors

Member/Resident Parties

Member/Residents may also elect to utilize the services of a Security Officer (if available) for parties or other events for a minimum cost. Parties or events may only be held outside of quiet time hours, as stated in the Rules section of this Handbook. Security Officer arrangements for parties and events must be made with the Association Manager at least five (5) days prior to the party. Exceptions may be made on a case-by-case basis, but if sufficient notice is not provided, the Association cannot guarantee that a Security Officer will be available.

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**RULES SECTION**

**This Section is intended to be a “pull out” section to be provided to Renters, Family Members, Visitors and Guests and is intended to summarize the Policy and Procedure Handbook of the Association**

**Contents:**

1. Vehicles
2. Parking
3. Rentals/Tenants
4. Noise
5. Signs
6. Architectural Changes
7. Code of Conduct
8. Pets
9. Hazardous Materials and Activities
10. Holiday Decorations
11. Common Area Storage Lot Use
12. Yard Sales

**XVIII. RULES SECTION**

1. **Vehicles** – The definition of “Vehicles” encompasses but is not limited to: Automobiles, trucks, campers, motor homes, travel trailers, R.V.s, boats, trailers, personal watercraft, construction equipment, motorcycles, dirt bikes, ATVs, utility vehicles, golf carts (electric or gas powered), rails, dune buggies.

No vehicles of any kind, except golf carts and electric and/or manually powered transportation devices (including but not limited to Segway’s and electric bicycles) are allowed on any road or street in the Community unless they are registered for on or off road use and licensed and operated by a person possessing a valid driver’s license. The Association encourages all Members to obtain liability insurance for golf carts that are driven within the community’s roads and streets. The posted 25-mile per hour speed limit is to be obeyed. The driving of a vehicle on the golf course without the club’s permission is considered trespassing and subjects the operator to arrest. Driving on vacant lots within the Community is also prohibited except when the Member has obtained an approved plan from the Design Review Committee for construction. Overnight occupancy of any vehicle is prohibited.

Washing of a Member’s car, truck, boat, RV or other licensed vehicle is permitted in the owned driveway or the street in front of the Member’s property.

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2. Parking – Parking vehicles of any kind is restricted to the owned driveway. Parking on vacant lots is prohibited except during construction. Parking on the roadway without permission of the Association is prohibited (see section 10.16.3 of the CC&R's). However, parking on the Community's roads or streets is permitted for short durations for the purpose of attending a function at a Member's residence. Storage of vehicles in the driveway, or on the side or the rear yard of the residence is prohibited. Boats and recreational vehicles may be parked in an owner's driveway only for the purpose of loading and unloading or cleaning and for not more than a twenty-four (24) hour period, unless the homeowner has contacted the Association Manager with a request for an extension of this period and the reasons for such extension. The Association Manager may extend the duration to not more than a total of seventy-two (72) hours.

- Excessive or Oversize Vehicles – An exception to parking only on the owned driveway is granted for oversize vehicles (one trailer, motorhome, or boat and trailer with a tow vehicle) and for up to one passenger vehicle for which there is not room in the owned driveway. No property owner shall be permitted to have excessive or oversized vehicles parked in front of their property for more than a twenty-four (24) hour period, **unless the homeowner has contacted the Association Manager with a request for an extension of this period and the reasons for such extension.** The Association Manager may extend the duration to not more than a total of seventy-two (72) hours. The exception to this notification provision is granted for the following holidays or events:
  - i. President's Weekend
  - ii. Desert Storm
  - iii. Memorial Weekend
  - iv. 4<sup>th</sup> of July
  - v. Labor Day
  - vi. Thanksgiving
  - vii. Christmas
  - viii. New Year's

If oversized vehicles or passenger vehicles that cannot be accommodated in the owned driveway will be in the Community for longer than 72 hours, owners should park them in the Community's Storage Area. Failure to adhere to the Parking Rules for the roadways will make the vehicles subject to towing without further notice and at the owner's expense.

- In the event an owner has guests for more than seventy-two (72) hours whose vehicle(s) cannot be parked in the owned driveway, the owner is required to contact the Association Manager to request an exemption from the roadway parking requirements for a period of time not to exceed a total of seven (7) days for no more than 2 vehicles and then only after the neighbors adjacent to the owner's home have been notified by the Association Manager of the specific exemption granted.
- Emergency Access on Roadways – Property Owners will not restrict any roadway access for emergency vehicles at any time, including blocking any fire hydrants.

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3. Rentals/Tenants – The rental or lease agreement shall not be for a period of less than four (4) months: daily, weekly, and monthly rentals are expressly prohibited. Owners are to notify the Association Manager of their tenant's names, phone numbers and the starting and ending dates of the lease prior to the tenant's occupancy. Owners who lease must provide their tenants with copies of these Rules and the appropriate pages of the CC&R's of The Refuge Community Association. You are encouraged to include a complete set of these documents as part of the lease or rental agreement. Should the Association have to provide your tenants or renters with the appropriate documents, a charge in accordance with the Association's Fee Schedule will be applied to your accounts. Under Arizona law owners are responsible for their guests' and tenants' actions.
4. Noise – No loud music shall be permitted at any time. Unreasonable noise, which disturbs or tends to disturb the peace and quiet of a neighborhood, family or person, is prohibited. It shall be conclusive evidence that the noise made was unreasonable if it was made after 10:00 P.M. and before 6:00 A.M Sunday night through Friday morning or midnight to 8:00 a.m. Friday night through Sunday morning.
5. Signs – Both the CC&R's (Section 10.15) and the Design Guidelines place restrictions on signage within The Refuge. Any exceptions must have prior approval of the Design Review Committee. Owners wishing to arrange for the flying of the American flag on prescribed holidays may contact the local Kiwanis Club to secure this service at a nominal fee.
6. Architectural Changes –
  - The Design Review Committee must approve exterior changes to the residence, including landscaping, with plans submitted in advance to the Association Manager who will submit them to the Design Review Committee.
  - State law allows certain flags to be flown; however, the Committee must approve the location and mounting in writing. Please submit requests in writing to the Association Manager.
7. Code of Conduct – All Property Owners, guests, invitees and outside vendors shall adhere to a code of conduct as fully stated in section IV and XIII of the Policy & Procedure Handbook, in connection with their treatment, actions, language and behavior towards other Property Owners, Board Members, Association staff, Security Officers, employees, agents and vendors. Abusive and/or disrespectful behavior will not be tolerated. Violations of this section shall also constitute violation of the Governing Documents.
8. Pets – Pets are to be leashed at all times when walked within the Community. Do not allow pets to trespass or discharge liquid or solid waste onto property of others, however if solid waste is deposited onto the property of others, it must be immediately removed. Waste is prohibited on the streets and common areas. The owner of such

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pets shall immediately remove all waste after discharge. The owner shall at all times have full and complete control over their pets. Residents shall remove pet waste from his/her own property within two (2) days.

9. Hazardous Materials and Activities – No hazardous materials, such as uncovered paint cans or any uncovered flammable substances that could create an explosion, fire or any obnoxious odor, or risk to the safety of another Property Owner shall be stored on the property at any time. No hazardous materials may be stored within the Storage Area of the Community.
10. Holiday Decorations – Holiday decorations and/or lights may be displayed on a Member's property in a reasonable and tasteful manner. Decorations and lights may be displayed up to thirty (30) days preceding the applicable holiday and must be removed within fifteen (15) days following the holiday.
11. Common Area Storage Lot Use – The Association's storage area located on Allegheny Lane is only for the use of The Refuge property owners and approved Lessees and Renters. This area abuts community home sites on three sides. It is imperative that when using the storage area, the adjacent neighbors are respected when it comes to noise and the height of units. Parking of any units against the block walls that exceed the height of the walls is discouraged. Trash shall not be discarded in the storage area.

The storage area will only be used for parking of personal vehicles, trailers, boats and RV's. All stored units shall be in good operational condition and moveable. Using the storage area for commercial uses, fixed structures, sheds, equipment, containers or construction materials of any type is strictly prohibited. ***The storage area shall not be used for the repairing, servicing, cleaning, or maintenance of any vehicles (CC&R's 10.16.1).***

Owners of all vehicles, trailers, boats and RV's stored in the Storage Lot shall complete the Common Area Storage Parking Registration Form to register all units and obtain a Refuge decal tag to place on the unit. The Registration Form can be obtained at the Gatehouse or by contacting the Association's Manager prior to storing. *Failure to register unit and NOT displaying a Refuge decal tag will subject the stored unit to towing/removal at owner's expense (CC&R's 10.17). No overnight occupancy is allowed in the storage area.*

Storage of units longer than fourteen (14) days will be subject to a monthly storage fee. It will be the responsibility of the owner to notify the Association's on-site security personnel prior to storing any units in the storage area for either short term or monthly storage. *Non-payment of monthly storage fees will subject the unit to towing.*

Below is a sample of The Refuge decal tag (or similar type tag) that will be issued for units stored in the Association's storage area. Registration of units must include

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owner's lot number; name; contact information, and a copy of the unit's current registration.



12. Yard Sales – Yard Sales are strictly prohibited in the Refuge Community.

**Association Forms**

The following forms that are included in this Handbook are for reference only and may be amended from time-to-time by the Association. It is recommended that anyone wishing to obtain one of these forms can do so at the Association's website located at: [therefugepoa.com](http://therefugepoa.com), or by contacting the Association Manager's office.

EXHIBIT "1" – BOARD/COMMITTEE MEMBER CERTIFICATION FORM

EXHIBIT "2" – COMPLAINT/VIOLATION REPORT FORM

EXHIBIT "3" – DISCLOSURE ATTESTATION FORM

EXHIBIT "4" – LESSEE OR RENTAL NOTIFICATION FORM

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Exhibit "1"

**THE REFUGE COMMUNITY ASSOCIATION**  
C/O Amy Telnes Management Services  
PO Box 2518  
Lake Havasu City, AZ 86405  
(928) 505-1120    (928) 505- 8987 – fax  
managementservices@frontier.com

**BOARD and/or COMMITTEE MEMBER CERTIFICATION FORM**

To: Association Manager

I, \_\_\_\_\_ (print name of Member),  
have been elected/appointed to the positions of \_\_\_\_\_  
for The Refuge Community Association and certify that I have read the Association's  
Declaration of Covenants, Conditions, and Restrictions (CC&R's), Articles of Incorporation,  
Bylaws, Policy and Procedures and Design Guidelines, as well as Arizona Statutes 33-1803  
through 33-1818 (collectively, "Governing Documents"), and all amendments thereto, as well as  
all current written policies and will work to uphold such Governing Documents and policies to  
the best of my ability and that I will faithfully discharge my fiduciary responsibility to the  
Association's Members.

By: \_\_\_\_\_  
(Signature of Member)

Date: \_\_\_\_\_

This Form must be filed with the Association Manager ninety (90) after being elected or  
appointed and kept in the Association's Records for five (5) years

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Exhibit "2"

**THE REFUGE COMMUNITY ASSOCIATION**  
C/O Amy Telnes Management Services  
PO Box 2518  
Lake Havasu City, AZ 86405  
(928) 505-1120    (928) 505- 8987 – fax  
managementservices@frontier.com

**COMPLAINT/VIOLATION REPORT**

---

Name & Address of Person Observing and Reporting Violation:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street No. & Address: \_\_\_\_\_ Lot #: \_\_\_\_\_

Address of the Property Allegedly in Violation of the Association's Governing Documents:

Street No. & Address: \_\_\_\_\_

Date(s) Violation Occurred:

Date(s): \_\_\_\_\_

Nature of the Violation(s):

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Per Arizona laws (A.R.S. 33-1242 and A.R.S. 33-1803) any complaint lodged with the Association will NOT remain anonymous. The person complaining of the alleged violation must state their first and last name. This information will be sent to the party who is accused of the violation if requested.**

Signature of Observer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Return completed form to the above address by mail, fax or email.**



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Exhibit "3"

To be filled out at time of "filing" by Members wishing to run for the Board and also at the time anyone is considered for appointment to any Association Committee. The completed attestations for all Board candidates should be included in the packet of information sent to all Members with the Board ballot. The attestation should also be completed annually for any incumbent Director or Committee Member.

**DISCLOSURE ATTESTATION**

\_\_\_\_\_  
Name of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Refuge Address

\_\_\_\_\_  
Refuge Lot No.

This attestation applies to my interest in serving the POA in the following capacity:  
[check only 1]

\_\_\_\_\_  
Board member

\_\_\_\_\_  
Design Review Committee

\_\_\_\_\_  
Other committee: \_\_\_\_\_  
(Fill in name of Committee)

*If you answer "YES" to any of these questions, please explain below. If additional space is needed attach a separate page on which you will elaborate on your possible conflict.*

1. At this time, are you, your spouse/significant other, or an immediate family member in a position to have your financial responsibility for legal fees reduced by virtue of any decisions of the Association?

\_\_\_\_ NO, I do not have a potential conflict of interest.

\_\_\_\_ YES, I have a potential conflict of interest. (Please disclose in detail)

\_\_\_\_\_  
\_\_\_\_\_

2. At this time, are you in good standing. (A candidate shall not be deemed to be in "good standing" if the candidate has any unpaid and past due assessments or fines and late charges that are required to be paid to the Association.)

\_\_\_\_ NO, I do not have a potential conflict of interest.

\_\_\_\_ YES, I have a potential conflict of interest. (Please disclose in detail)

\_\_\_\_\_  
\_\_\_\_\_

**THE REFUGE COMMUNITY ASSOCIATION**  
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3. At this time, do you have any financial, business, professional or personal relationship or interest with any Contractor, Service Vendor or Supplier to the Association that would result, or would appear to a reasonable person to result, in a potential conflict of interest?

\_\_\_\_ NO, I do not have a potential conflict of interest.

\_\_\_\_ YES, I have a potential conflict of interest. (Please disclose in detail)

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4. At this time, are you a Board Member of, or employed by, any local Lake Havasu bank, CPA firm, or law firm?

\_\_\_\_ NO, I do not have a potential conflict of interest.

\_\_\_\_ YES, I have a potential conflict of interest. (Please disclose in detail)

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5. At this time, are you an officer or director of a corporate owner of a Refuge Lot, a trustee or designated beneficiary of a trust that owns a Refuge Lot, a partner of a partnership that owns a Refuge Lot, a member or manager of a limited-liability company that owns a Refuge Lot, or a fiduciary of an estate that owns a Refuge Lot?

\_\_\_\_ I am the record owner of the property address listed above and my name is listed on the recorded deed of sale.

\_\_\_\_ I am not the record owner of the property listed above, but I have enclosed proof to be placed in the records of the Association that: (a) I am associated with the corporate owner, trust, partnership, limited-liability company or estate that owns this Lot; and (b) Identifies the Lot or Lots owned by the corporate owner, trust, partnership, limited-liability company or estate.

6. Do you have any other Disclosure's that you feel should be mentioned?

\_\_\_\_ NO, I do not have any further Disclosures.

\_\_\_\_ YES, I have the following Disclosure that I wish to mention.

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***I am submitting this form in support of my nomination for the Board of Directors or for appointment to a committee. I understand that this form and any attachment thereto may be distributed to each Member of the Association. I hereby assert that the information contained on this form and any attachment thereto is accurate to the best of my knowledge and belief. I understand that, within 90 days after appointment or election, I will be required to certify in writing to the Association that I have read and understand the Governing Documents of the Association and the provisions of Arizona Statutes 33-1801 through 33-1818.***

\_\_\_\_\_  
Name of Member

\_\_\_\_\_  
Signature of Member

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**The Refuge Community Association**

**Exhibit "4"**

**Lease or Rental Notification Form**

**Fax to: 928.505.8097 – Amy Telnes Management Services**

**Homeowner Information**

Homeowner Name(s)

Sales Lot Number

Homeowner #1 Cell Phone

Homeowner #2 Cell Phone

Property Address

Emergency Contact

Email Address

**Lessee or Renter Information**

Lessee or Renter Name(s)

Start Date of Lease or Rental

Termination Date of Lease or Rental

Lessee or Renter Cell Phone

Mailing Address

Email Address

**Association Governing Documents Issuance (supplied by Member)**

CC&R's)

"Rules Section" of the Policy & Procedure  
Handbook

This Form will serve as a receipt evidencing that the Lessee/Renter has been provided a set of the Association's Governing Documents and agrees to comply with the terms and provisions of the Association Documents. Rentals of less than four (4) months are prohibited by Section 10.13 of the CC&R's. It is the responsibility of the Member to provide copies of the Governing Documents. These documents may also be accessed on the Association's website.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Lessee/Renter Acknowledgement