

Casa Requena I

Rules and Regulations

2019

PLEASE KEEP THESE RULES AND REGULATIONS OF CASA REQUENA HOMEOWNERS ASSOCIATION IN A CONVENIENT PLACE FOR EASY REFERENCE. ALL QUESTIONS SHOULD BE DIRECTED TO:

**VISION COMMUNITY MANAGEMENT COMPANY
480-759-4945 casarequena@wearevision.com**

INTRODUCTION

These Rules and Regulations have been established by the Casa Requena I Homeowners Association. They are guidelines for good community relations and are intended to maintain the integrity of the complex.

Living in a condominium can be a rewarding experience, both enjoyable and profitable. With this in mind, these Rules and Regulations have been compiled by the Association for the purpose of protecting property values and making this more pleasant place to live. Residents' cooperation is essential, however, there is not a rule for every situation. As a result, owners, renters and visitors must always be considerate to all. Respect for all would be appreciated.

Homeowners have been provided with copies of all regulating documents: Covenants, Conditions and Restrictions (CC&R's), Bylaws, and Rules and Regulations. They have also been provided with the forms necessary to properly carry out the business of the HOA. All residents are strongly urged to read all documents and forms since they set forth completely and in detail, the rights, duties, and obligations of all residents and carry penalties if not followed. The following Rules and Regulations supplement and/or more clearly define portions of the CC&R's and Bylaws and each member of the association will be held responsible for adherence to them.

ADVERTISING

No resident of the project shall post any advertisements or posters of any kind in or on the project, except as authorized by the Association; except a sign in dimensions allowed by local or state law, advertising the unit for sale.

CHANGES ALLOWED

The following is a list of changes that will be permitted by the Board of Directors without prior approval of the Board. These should reflect good taste and planning and are still subject to the approval of the Board if they detract from the general appearance of the community.

- The name of the resident(s) may be placed on the mailbox. It may not be wider than the mailbox. Vivid colors are not permitted.
- Holiday lights and seasonal decorations may be placed on the exterior doors and windows of a unit, provided they do not damage or destroy the existing trim or windows of a unit. These decorations must be removed within four (4) weeks of putting them up.
- Proper window dressing is allowed, but NO items such as foil or newspaper are permitted on windows.

CHANGES – EXTERIOR

No planting or gardening will be done in the common areas by the residents. No fences, hedges or walls will be erected or maintained except as installed with the initial construction or approved by the Board of Directors. All exterior colors (stucco, doors, fences, rails and trim) shall remain the same as the original unless approved by the Board of Directors.

No owner or resident may construct or install any modifications, alterations, or additions to any walls, doors, fences or any other part or portion of the common areas or to private areas that may be viewed from the common areas of the project except as approved in writing by the Association. An Application for Design Review form is provided for that purpose and is attached to this document. As with other forms, it can also be obtained from the management company and copies are available in the Clubhouse.

Battery operated, wireless door bells are authorized, but may not exceed 2 inches by 4 inches in dimension.

Wiring for electrical or other purposes of any kind may not be installed on the exterior of any building for any reason at any time, unless previously approved in writing by the Association. An Architectural form must be completed and sent to the management company for Board approval.

CHANGES – INTERIOR

Patios and balconies may be decorated and furnished in the same manner as the adjacent living area of the unit. When patios and balconies are used to store items not normally considered household furnishings such as bicycles, other vehicles, exercise and other sports equipment, drying racks, crates, barrels, boxes, etc., no part of such materials may extend above a line parallel to the top of the patio or balcony parapet.

Any objects that could be dislodged by earthquake, wind or accidental human or animal contact may not be located on the top of the parapet. Bird feeders, hanging plants, and other decorations suspended from patio or balcony ceilings must be placed back sufficiently within the enclosure that damage to other units from drainage, spillage or dislocation will be avoided. Live or artificial plants and shrubs should be placed so as to cause neither damage nor discolorations of the patio or balcony walls or ceilings.

Towels, blankets, clothing or other materials are not permitted to hang over the edge of the balcony or patio parapet. No clotheslines may be used within the patio or balcony nor may lines be extended from any point on or on the balcony or patio to a tree or other exterior point.

No balconies or patios may be painted any color other than that of the building exterior. If the exterior of the building is repainted, the contract for such repainting will provide for the repainting of all balcony or patio walls in the exterior color at Association expense. Any owner delaying access to balconies or patios for this purpose must, at his/her own expense, repaint the balcony or patio in the same color as the building exterior. Failure of an owner to repaint after denying access or causing any delay will result in entry and enforcement at owner expense.

COMMON AREAS

Common areas are groomed by contracted personnel on the property, normally on a weekly basis and are the only ones authorized to perform landscape maintenance duties without Board approval.

Residents are asked to assist in keeping the areas trash free between times. Balconies, patios, and front entryways must be maintained in a neat and clean manner. Residents are asked to assist in keeping the areas trash free at all times. Balconies, patios and front entryways must be maintained in a neat and clean manner.

Bicycles and other vehicles:

No motorcycles, motor scooters, minibikes, mopeds, roller skates, scooters, inline skates, bicycles, tricycles, skateboards and the like are allowed to be stored or ridden in the common areas or walkways. A locked storage shed has been created for bicyclists to store their bikes. Forms for access to the shed may be found in the Clubhouse near the Library.

Rooftops:

No one shall be permitted on the roof of any building except as authorized by the Board for emergency or maintenance purposes. In any case, owners and residents do so at their own risk.

COMPLAINTS

Any homeowner or resident who needs to file a complaint must do so in writing, using the forms provided in the Clubhouse and on the management company website. All correspondence should be directed to the management company who will investigate the complaint with the Board and will follow through with a letter to the homeowner in question. If a situation arises that would require immediate attention, the management company should be contacted by phone. The contact information is provided on the first page of this document.

Please refer to the addendum titled Documents Violation and Enforcement Policy for details on violations. This reference incorporates the policy and makes it part of the official Rules and Regulations document.

DAMAGE CLAIMS

Damage to the interior of units is normally the owners' responsibility. If damage is determined to be an Association responsibility and has been repaired at the owner's cost, a claim for reimbursement may be filed with the management company. To be recognized, claims must be accompanied by documentary evidence (paid invoices, detailed explanations, etc.) and submitted in a timely manner. Owners who wait over a year to make a claim, may not be considered timely and may be denied reimbursement.

EDUCATION OF BOARD MEMBERS

In order for Board members to be effective in their administration of the HOA, they must be familiar with the documents that have been adopted. Therefore, all Board members are required to attend an annual orientation in which they review the governing documents and contracts of the HOA. These are educational gatherings for Board members only, therefore do not fall within the meeting requirements of the HOA and no decisions are made in the sessions.

- In years when new Board members are elected, all seasoned Board members will conduct an orientation for the new members.
- In years when documents have been amended, the Documents Committee members will meet with the Board members to review the changes.
- Additionally, Board members will conduct an annual review of the contracts in effect with the management company, which is charged with retention of the contracts and documents and with their administration under the guidance of the Board.

FENCES

Fences are common property and, therefore, all owners are required to prevent damage by children, dogs, trees, shrubs, etc. Gates should be kept closed at all times. Repair costs for damages will be billed to the owner.

FORMS

Forms are provided by the HOA to assist owners with compliance. Lease forms with the proper notices, emergency contact forms, complaints and other forms are attached as addendums to this document and are also available from the management company and in the Clubhouse by the Library area.

HEALTH AND SAFETY

Owners are strongly advised to inspect and monitor their units monthly, either in person or by arrangement with the management company or another person. Pests, water, sewage and other threats to the unit must be monitored and issues found must be addressed immediately. The Board reserves the right to take care of problems as necessary, normally with the cooperation of the owner. In some cases, this may not be possible and there may be no time to contact the owner in advance of taking needed action. See the Bylaws for information on accessing units in the absence of the owner.

LEASING

Any lease agreement between a unit owner and a tenant shall provide that the terms of the lease shall be subject to all HOA documents governing the Association (Covenants, Conditions and Restrictions; Bylaws; Rules and Regulations). All leases shall be in writing. The recommended form for this purpose, containing all relevant language, is provided as part of the packet of governing documents upon purchase of a unit at Casa Requena I. Additional copies may be obtained in the Clubhouse near the Library or from the management company.

Landlord/owners are responsible to see that occupants receive a copy of the CC&R's, Bylaws and the Rules and Regulations. Individual property owners will be held financially responsible for misuse or damage of property by themselves, visitors and/or renters. **The minimum lease/rental period is one (1) month.**

Pursuant to CC&R section 6.02, no unit may be used for any purpose other than residential housing and shall be occupied by a single family; and pursuant to CC&R section 6.06, only entire units may be leased and no owner shall be permitted to lease his/her unit for transient or hotel purposes. This includes short stays rented through any company.

When leasing a unit, owners must comply with the guidelines outlined in this section. Renters/Lessees are described as anyone exchanging money for the purpose of leasing/renting the unit. All leases must contain the following information and the following bulleted information must be provided to the management company within 10 days of the execution of a lease, otherwise penalties will be assessed. Notice may be given to the management company either electronically or in hard copy. Copies of leases are not required.

- Name of all adult occupants
- Unit Number
- Dates of lease (**less than one month is not allowed**)
- Automobile information (model license plate, stall)

Visitors

Visitors are described as anyone staying as a guest of an owner and money is not exchanged. There are no reporting requirements for visitors if the stay is 72 hours or less. Owners with visitors staying over 72 hours are required to report the names of visitors, dates they will be on site, unit number and automobile information. As above, notice may be given to the management company in hard copies or in electronic formats. Owners are subject to fines if they do not comply.

MECHANICAL REPAIRS

No mechanical repairs or overhauls will be allowed in any parking space at Casa Requena. The surface of the parking lot must be kept clean and free from grease, oil or fluids. There is to be no draining of oil on the premises. Owners will be assessed for any clean up or repairs resulting from a violation of this rule.

MISCHEVIOUS ACTS

Any person observed or found to have damaged property at Casa Requena will be billed for expenses to cover repairs or replacements. In addition, a fine will be assessed. Owners will be held responsible for damage incurred by not only themselves, but by their visitors, tenants, pets, and service or companion animals.

All residents are responsible to report serious mischievous acts and violations to the police promptly. All residents and visitors are encouraged to lock their cars. Owners should padlock their storage areas.

NOISE CONTROL

Noise that is a nuisance to other residents shall be avoided. Music is allowed at the swimming pool during open hours, 6 a.m. to 11 p.m. However, it should be kept quiet and not disturb others.

Continuous screaming, yelling, loud music and the like is discouraged. As in all situations where violations of the governing documents are flagrantly violated, a formal complaint may be made and the management company, in concert with the Board may take action to address non-compliance.

NUISANCE

No unit shall be used in any manner that obstructs or interferes with the enjoyment of other units, or is a nuisance to other units or residents. No unit shall be use for illegal purposes.

PARKING

Each unit is assigned one (1) covered parking space, which is reserved for the exclusive use of the unit owner. Boats, trailers, campers and the like are not allowed in the spaces. Any vehicle parked improperly will be subject to towing at the owner's expense. Any person experiencing repeated parking problems with unauthorized vehicles should contact the management company immediately.

Parking has been set aside for use by persons with disabilities. Only vehicles properly identified as those of a disabled person may use those spots and use should be limited to loading and unloading and other short term access. Once space has been labeled "Load and Unload 30-minute limit". This spot may be used only for the indicated purpose and for the minimum time needed for loading and unloading.

Vehicles in violation of the time or use limits of the above restricted spaces will be subject to towing and impoundment at the owner's expense.

Uncovered parking spaces are intended for the use of visitors and guests of the residents. Residents having more than one vehicle should park such vehicles in uncovered and unmarked spaces found at the ends and in the middle of the parking lot.

PETS

The Board reserves the right to establish the number, size and type of pet allowable in the units. At this time, only one (1) pet of no more than 20 pounds is allowed per unit.

Dogs and cats and other household pets may be kept, however no breeding of such animals is allowed and they may not be kept for any commercial purposes. Animal owners may not let their pets or service animals roam free, regardless of the time of day or location upon the property.

No unit owner shall permit animal feces, urine or other animal waste to be deposited upon or to remain upon any part of the complex property.

Damage to the exterior or common areas of the complex due to the pet/service animal will be repaired and charged to the unit owner.

It is hereby acknowledged that service and comfort animals are not defined as “pets” and the laws protecting residents having them will be honored and enforced. Occupants with these types of animals are required to provide documentation to the management company, who will keep it confidential from the HOA residents, in order for them to properly handle inquiries and properly answer any official complaints.

PLAY

There will be no playing in the streets or parking areas of Casa Requena. The common area is for the use of all residents and restricted to such personal equipment that will not constitute a hazard or inconvenience to others. Specifically, baseball, cycling, basketball, football, soccer, archery, or similar sports are not allowed at any time in the common area. These activities should be pursued at the local parks or other venues provided for those purposes.

POOL AND RECREATION AREAS

Pool and Spa Hours:

6 a.m. to 11 p.m. daily

The pool and spa have been designed and maintained only for the use of resident homeowners and their renters and visitors.

- Children under 12 years of age must be accompanied by an adult.
- Breakable items, especially but not limited to, beverage bottles and glass containers, are prohibited in and around the pool. The same goes for the spa.
- Beverages of any kind are not allowed to be consumed while in the pool or spa.
- Radios or TV’s may be used on a limited basis. The volume must be kept low in order to prevent interference with others’ conversations or their own music preferences. Ear buds/headphones are encouraged.
 - Refer to Noise Control section for more information.
- Patio furniture is for the use in the pool area and shall not be removed.
- The gate to the pool must be shut at all times.
- Residents are asked to help police the area by picking up trash, putting pool and spa gear away, checking to ensure all items brought to the pool are taken back to the unit.
- A specific smoking area has been designated in the pool and recreation area. The use of tobacco and related products may only be used in that area and users are asked to empty ash trays when they leave. Chewing tobacco waste must be properly disposed of and no spitting in the recreation or common areas of the Association is allowed except in a container provided by the user for that purpose (cups, etc.).
- No running and no horseplay is allowed in the recreation, pool or spa areas.
- Bathing suits and proper bathing attire are required at all times when using the pool and recreation areas.

- In order to prevent damage or clogging of the filters, users may not use small hair items into the pool. The same goes for toys and items with small parts that may break off and cause problems.
- Anyone having a skin disease, open sores, nasal or ear discharge, or a virus or condition that is contagious is prohibited from using the pool or spa until the condition is clear.
- No animals are allowed in the pool/spa/recreation area.
- All state and local laws take precedence over these rules and the HOA intends to be in compliance with them at all times.

Persons who use the pool, spa and recreation area do so at their own risk. There are no lifeguards at Casa Requena.

The Board of Directors reserves the right to deny use of the pool, spa and recreation area for cause to anyone at any time.

POOL AND RECREATION AREA – SPECIAL USE

The clubhouse may be reserved for **private** use by a homeowner who is current on association fees and violations, using a written request to the management company. A form is provided for that purpose, and is required. The management company's guidance must be followed when establishing the number of people allowed at the event. Requests must be received by the management company at least fourteen (14) days in advance and arrangements must be made with them for a clean-up inspection in order for the security deposit to be refunded.

A \$150.00 non-refundable rental fee will be assessed for each private use. A separate, refundable security deposit of \$500.00 will be required. Live bands are not allowed without Board approval. The cost of any clean-up or damage will be deducted from the security deposit and the homeowner will be held responsible for any damage caused that exceeds the security deposit. The owner who reserves the clubhouse must be present with and responsible for his/her guests at all times. Parties must terminate by 1:00 a.m.

The pool may not be reserved at any time.

PROVISION OF HOA DOCUMENTS TO OWNERS

Even though a copy of the CC&R's and Bylaws are normally provided to each new owner by the title company as a part of their title search, the HOA Rules and Regulations are not recorded with the county and, thus aren't part of the public record. Therefore, the Association's management company will provide a complete set of the regulating documents to all existing owners (Conditions, Covenants & Restrictions, Bylaws and Rules & Regulations) and new owners shall receive a complete set when the management company sets up the HOA fee schedule. As necessary, documents will be delivered by certified mail with a signature required or they may be delivered by hand with a written acknowledgement of receipt obtained by the management company. A copy of all governing documents, Covenants, Conditions and Restrictions; Bylaws and Rules and Regulations, are available for review in the Clubhouse.

SECURITY CAMERAS

Security cameras have been installed in the common areas for the protection of all residents and HOA properties. They are reviewed only by the Board members and the management company on an as-needed basis.

SECURITY DOORS AND WINDOWS

A security door must be installed at the owner's expense. All security doors must be black and made of wrought iron.

Broken windows must be replaced within ten (10) days.

STORAGE

No storage is permitted in any parking area. All garbage cans, boxes, cleaning equipment, ladders, or miscellaneous parts of any kind must be kept in the storage area above the unit-assigned parking spaces. The storage unit is made to withstand 300 pounds. The Association will not pay for repairs due to misuse or abuse to the unit.

TRASH DISPOSAL

A dumpster is located at the north side of the condominium for disposal of household refuse. Garbage should be contained in plastic or other suitable containers that have been securely tied. The dumpster lid should be kept closed after disposal of garbage. Aluminum cans may be deposited in a container provided for that purpose in the pool area. The aluminum is sold and the money is normally used for the benefit of the pool area (equipment, etc.)

Newspapers may be deposited in the recycling bin located between Casa Requena I and II, along with **broken down** cardboard boxes, plastics and the like. Glass may not be recycled in that container, but must be either disposed of with the garbage or taken to the City offices where recycling bins are provided for public use.

Large items such as mattresses, appliances, or furniture and building materials are not allowed in or around the dumpster. Owners and/or their renters must arrange for disposal or removal of such items through thrift shops, private haulers, or other means. As with other violations, financial penalties will be levied for violation of garbage disposal and recycling rules.

VEHICLES

Washing vehicles on the HOA grounds is not permitted.

No owner shall park, store, repair or maintain boats, trailers, campers, recreational vehicles, or other vehicles not customarily used for general legal, licensed transportation for periods of more than four (4) hours within any 48-hour period.

Any resident leaving a vehicle in his/her assigned space for a prolonged period should call the management company and report the make and model of the vehicle and the license number. Vehicles that are left in visitor spaces and that are not moved semi-monthly will be considered "inoperable" and will be subject to towing away and impoundment.

VIOLATIONS

To ensure these Rules and Regulations and the other governing documents of the HOA are carried out, the Board has the authority to assess special charges for non-compliance. These charges will be added to the owners' monthly financial obligations and will appear on the financial statements. Failure by the Board to enforce a rule in a timely manner does not constitute a waiver of enforcement. Any waiver must be in writing and signed by all Board members in order to be valid.

An HOA enforcement policy has been adopted to assist the Board in addressing persistent problems. It is referred to earlier and it is attached and thereby incorporated into this document. It covers violations of this and all governing documents of Casa Requena (CCR's, Bylaws and Rules and Regulations).

WATER

If a unit is to be vacant for a period of one week or more, owners must assure that the valve(s) controlling the water supply to the unit is/are fully closed. Failure to close the supply valve(s) will be evidence of negligence in the event of water damage to other units. Owners are responsible for advising renters and workers and other users of this requirement.

FORMS

The following forms have been created to assist owners in following the governing rules and can be found on the management company web site or in the Clubhouse in the Library area. They are also attached for owners' convenience.

- Application for Design Review
- Bicycle Storage Shed Waiver and Release
- Change of Owner Address form
- Clubhouse Reservations
- Complaint Form
- Gate and Transmitter Code Fob Replacement
- Key Disbursement (lost pool key replacement; as necessary)
- Lease/Rental Agreement with necessary language regarding the governing documents
- Visitor Registration form

**CASA REQUENA HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
DOCUMENTS VIOLATION AND ENFORCEMENT POLICY**

Casa Requena Homeowners Association has established the following Enforcement Policy for CC&R's, Bylaws and Rules and Regulations violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and Regulations and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona Law and the provisions of the CC&R's and Project Documents, as currently in force and effect. The Board of Directors hereby approve the following policy at a duly called meeting of the Board on March 19, 2018.

First Notice

A first notice will be sent to the owner of the property outlining the violation. In the event that the owner of the property is identified as an absentee owner, a copy of the notice may also be sent to the tenant at the property address. The owner will be given twenty-one (21) calendar days to bring the violation into compliance. The first notice shall include a warning that if the violation is not cured within twenty-one (21) calendar days, a fee of one hundred fifteen (115) dollars shall be assessed, which is comprised of an initial monetary penalty of one hundred (100) dollars plus a certified mailing fee of fifteen (15) dollars. This letter shall also state that the owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.

Second Notice and Assessment of Initial Monetary Penalty

A second notice will be sent if the owner has not complied with the first notice, or if the violation has returned or has been repeated. The second notice will inform the owner that a fee has been assessed in an additional amount of two hundred fifteen (215) dollars, which is comprised of an initial monetary penalty of two hundred dollars plus a certified mailing fee of fifteen (15) dollars. The second notice shall also remind the owner about the initial warning and fees, including a warning that the violation must be cured within twenty-one (21) days.

Third Notice and Assessment of Additional Monetary Penalty

A third notice will be sent if the owner has not complied with the first and second notices, or if the violation has returned or has been repeated. The third notice will inform the owner that an additional fee has been assessed in the amount of three hundred fifteen (315) dollars, which is comprised of an additional monetary penalty of three hundred (300) dollars plus a certified mailing fee of fifteen (15) dollars. The third notice shall also include a warning that if the violation is not cured within twenty-one (21) calendar days, upon each subsequent inspection where it is found that the violation is still not cured, a fee of three hundred fifteen (315) dollars shall be assessed, which is comprised of an additional monetary penalty of one hundred (300) dollars plus a certified mailing fee of fifteen (15) dollars.

This means the following:

\$100.00 for first violation plus \$15.00 certified mailing fee

\$200.00 for second violation or non-compliance plus \$15.00 certified mailing fee

\$300.00 for second violation or non-compliance, plus \$15.00 certified mailing fee

Totaling \$645.00 plus \$45.00 in certified mailing fees. If non-compliance continues, the Board will refer the issue to the HOA attorney for resolution.

Additional Monetary Penalty

After the imposition of the initial monetary penalty and the additional monetary penalties, another monetary penalty, in the amount of three hundred fifteen (315) dollars, which is comprised of another additional monetary penalty of three hundred (300) dollars plus a certified mailing fee of fifteen (15) dollars, may be assessed upon subsequent inspections if the owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

Certified Mailing Fee

In addition to the monetary penalties there will be a fifteen (15) dollar certified mailing fee assessed per violation.

Should a period of time of at least ninety (90) calendar days lapse between violations letters of the same offense, the next letter will be a first notice again.

Exception to Notice Procedure

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

Right of Self-Help

The Association has the right (but not the obligation) to enter the owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

Opportunity to be Heard

The Association recognizes each owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in an assessment. Before any fee is assessed, an owner has the opportunity to request a hearing before the Board of Directors. The owner must provide timely written request for a hearing. If the hearing is scheduled, and attended, the owner is bound by the decision of a majority of the Board.