

CASA REQUENA II HOMEOWNERS ASSOCIATION
P.O. BOX 188
SCOTTSDALE, AZ 85252-0188

R U L E S A N D R E G U L A T I O N S

November 1, 1992 (Updated information included from 2000 and 2001)

The Board of Directors has found it necessary to spell out the regulations, which are generally accepted in order to avoid arguments and misunderstandings and to have a document that is short enough to be read, kept and handed out to incoming residents. Please also note that none of the regulations is intended to punish any individual or group within the Casa Requena II community. The intention is only harmony...

Pool Area

The pool gates must be kept locked at all times. Pool /pedestrian gate keys are not to be reproduced. Duplicate keys can be obtained through the on-site caretaker, at a cost, currently at \$5.00 each.

No animals are allowed in the pools at any time. County ordinance decrees this restriction and it is backed by Association policy.

No breakable containers are allowed in pool areas.

Any individual bringing food into the pool areas will be held responsible for complete cleanup. No food, foreign matter or debris is to be thrown into or about the pools. The user must provide plastic ashtrays for personal use.

Proper swimming attire must be worn when in the pools. Cut-offs, t-shirts, diapers on infants, or street attire on any kind are a violation of the Public Health Code and are not allowed in the pools.

Excessive suntan lotion must be removed prior to using the pools. (Oils leave scum in the pool and clog the filter.)

Pool furniture is to be used only as intended. Persons found abusing the furniture will be expected to pay the actual costs of repair and replacement

Do not leave pool toys and inflatables lying around the pool area overnight. You are responsible for returning these to your unit.

The pool may not be reserved for private parties. Residents are to be held responsible for their guest's actions. Residents MUST accompany their guests. Your visitor's are welcome, but again, consideration is expected. The units surrounding the pools can hear any loud activity and this can be annoying.

The pools officially close for use at 10:00 p.m.

All persons use the pools at their own risk. There is no lifeguard service at the complex. Children under 14 years of age must be under adult supervision.

Courtesy dictates:

Number of rafts in the pools shall be limited to allow space for all wishing to swim.

After use, the furniture should be re-arranged.

Radios and other noise emitters shall be limited and kept at low volume.

Clubhouse

Any owner may have use of the clubhouse for day/evening use with advance reservations through the Management Company or onsite caretaker. You will pay a \$100.00 damage deposit, upon picking up keys to the clubhouse. A short contract must also be signed upon receipt of keys. If left clean and undamaged, you can get up to \$90.00 back, after inspection.

The clubhouse can be used for friends and relatives of residents for overnight stays. Contact the on-site caretaker for an application for this donation only program that will be on a first come, first serve basis.

Vehicles

Every unit has been assigned one (1) covered parking space. Residents must park in their designated area between the marked lines. If a resident should want to exchange spaces with another resident, the Board of Directors must be informed in writing.

If residents have visitors and they park in another residents assigned covered space, they will be subject to having their vehicle towed at their expense; this includes realtors, vendors, service people, etc. Stickers will be given to all residents with their unit number on them which can be placed on offending vehicles indicating that their vehicle will be towed. The towing company will not remove a vehicle without this sticker.

There are spaces set aside for handicapped parking. Vehicles without the special license are prohibited from using these spaces. This is a constant problem. Handicapped parking means just what it says. The Handicapped Parking space should always be available during the night especially in case of an emergency illness or any other type of emergency. Residents or their guests found parking illegally in these spaces will find their vehicles towed at their expense.

Auto repairs, including oil changes, are not permitted in the parking area. Car washing is also prohibited.

All residents are expected to drive slowly and carefully when in the complex area. Casa Requena II and/or the gate company will not be responsible for damage to you and/or your vehicle if you collide with automatic gates or they collide with you and/or your vehicle. The party or parties responsible will pay any damage to the fence or gates.

No trailer, camper, mobile home, or boat may remain in the parking lot for any period longer than 72 hours. No off-road licensed or unlicensed or inoperable motor vehicles shall be maintained or operated upon the property.

Residents with more than one car must use the uncovered section of guest parking for the second car.

Windows and Doors

No foil or tint is permitted on windows.

Window and door screens must be kept in good repair. Failure to maintain will result in penalty.

Signs

No signs what-so-ever are permitted on any window or anywhere upon the complex.

Dumpsters

All garbage must be placed in dumpsters--nothing outside the unit. The dumpster lids should be shut after each use (health regulation). Large boxes must be broken down before being placed in the dumpster. Newspapers only in the recycling bin, no phone books, magazines, garbage, etc.)

Dogs (and other pets)

All dog droppings must be picked up and placed in a trash container. Dogs that annoy by barking or tearing up common property will not be allowed in the complex.

Dogs are not allowed to run free. They are required to be on a leash at all times and the owners are responsible. This is a City of Scottsdale ordinance.

Only one dog under 15 pounds is allowed per unit.

(No pets of any kind are allowed to run around the common areas without being harnessed in some fashion by the resident and/or guests)

Nuisances

No illegal or offensive activities shall be carried on in any unit or on any part of the property, nor shall anything be done thereon which may in anyway interfere with the quiet enjoyment of each of the owners of his respective unit. These nuisances include but are not limited to:

Loud Music or Television

Slamming of Doors - This includes your front door, as well as the doors inside. This noise travels throughout the buildings, especially to the upstairs, downstairs neighbor.

Walkways

No storage of any type is allowed on any of the walkways or any of the common area. Please do not attach or chain anything to any of the railings.

Pedestrian Gates

Do not under any circumstances leave gates ajar or held open by any object. This is a breach of security and a fineable offense.

Liability of Owners For Damage To Common Area

The owner of each unit shall be liable to the Association for all damage to the common area or improvement, thereon, caused by such owners or tenants or any occupant of his unit or guest.

Use Of Individual Units

No unit shall be occupied and used except for single families, residential purpose by the owner, their tenants and social guests.

Absolutely no barbeques or cooking of any type on balconies and patios.

Patio walls should be kept bare and uncluttered. Planters or other distracting objects are not permitted for various reasons: accidental falling and unsightliness. The overall condo décor is to be kept uniform.

Please do not attach clotheslines on patios or drape items to dry out over patio or railings.

Any screen doors or window screens that are damaged must be repaired and maintained.

Children

Children are expected to have proper supervision by their parents/guardians. The sidewalks, landings, walkways, elevator and parking lots are not recreational areas or a playground and should not be used as such.

Children under 14 are not permitted in pool area without adult supervision.

Association Easements and Access To Units

For the purpose of performance, the maintenance authorized by this article or for any other reasonable purpose related to the performance by the board of its responsibilities under this Declaration, this Association (and its agents and employees) shall have an easement over and onto all portions of the common area, and shall also have the right, after reasonable notice to the owner, and/or renter and at reasonable hours, to enter any unit.

Rental Units

No unit shall be rented for less than 90 days in accordance with the CC&R's. All homeowners who rent their units must have a non-owner resident information sheet filled out and signed and dated by owner and non-owner resident and returned prior to move in to:

Vision Community Management
16625 S Desert Foothills Pkwy
Phoenix, AZ 85048

The owners whose units, which are being rented at this time, are also required to complete this form and return it to APM within 30 days. Failure to comply is subject to a \$100.00 fine.

CASA REQUENA II HOMEOWNERS ASSOCIATION

VIOLATION AND ENFORCEMENT POLICY

(Effective July 1, 2019)

Casa Requena II Homeowners Association has established the following Violation and Enforcement Policy for violations of the Governing Documents, which includes the Covenants, Conditions and Restrictions (CC&Rs), Bylaws, Articles of Incorporation and any Rules and Regulations duly adopted by the Association. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy is adopted in accordance with Arizona Law and the provisions of the CC&Rs and Governing 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 April 11, 2019.

First Notice – No penalty assessed

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 (\$100.00) dollars shall be assessed plus a certified mailing fee of fifteen (\$15.00) dollars. The notice shall notify the Owner of the steps to be taken to cure the violation as well as how to be heard before the Board of Directors. This letter shall also inform the owner of their right to petition the Department of Real Estate pursuant to A.R.S. § 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 the amount of one hundred (\$100.00) dollars plus a certified mailing fee of fifteen (\$15) dollars. The second notice shall also include a warning that if the violation is not cured within ten (10) calendar days, a fee of five hundred (\$500.00) dollars shall be assessed, plus an additional certified mailing fee of fifteen (\$15) dollars.

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 a fine has been assessed in the amount of five hundred (\$500.00) dollars. Any additional postage will be assessed. The third notice shall also include a warning that if the violation is still not cured within five (5) calendar days, an additional seven hundred and fifty (\$750.00) dollar fine will be imposed.

Additional Monetary Penalty

Upon each subsequent inspection where it is found that the violation is still not cured, a fine of (\$100.00) dollars shall be assessed plus any certified mailing fees. 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 violation 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&Rs or the other Governing Documents, particularly if the violation results in an assessment. Before any fee is assessed, an owner will have 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.

CERTIFICATION OF ADOPTION OF VIOLATION AND ENFORCEMENT POLICY

I, Ron Tasso, in my capacity as President of the Association, hereby certify that the above Violation and Enforcement Policy was adopted by a majority of the Board at a duly noticed meeting held on this Eleventh day of April, 2019.

Casa Requena II Homeowners Association

By: Ron Tasso

Signature

Ron Tasso

Print Name

5-29-19
Date