

BY-LAWS, RULES AND REGULATIONS
OF VILLA PARAISO

WHEREAS, a Declaration of Submission to the Horizontal Property Regime and a Declaration of Conditions and Restrictions for Villa Paraiso were recorded in Docket 4585 at Pages 276 through 357 inclusive in the Office of the Pima County Recorder, Tucson, Arizona, and

WHEREAS, said Declaration provides for the adoption of By-Laws, Rules and Regulations,

NOW, THEREFORE, these By-Laws, Rules and Regulations are hereby adopted as the By-Laws, Rules and Regulations of Villa Paraiso:

ARTICLE I - DEFINITIONS

All of the definitions set forth in the said Declaration of Villa Paraiso, hereinafter referred to as "the Regime" are incorporated herein by this reference thereto.

ARTICLE II - DECLARATION

All of the provisions of the Declaration are incorporated herein by this reference thereto and where the provisions of the Declaration conflict with the provisions of these By-Laws, Rules and Regulations, the provisions of the Declaration shall control. As a method of enforcing these By-Laws, Rules and Regulations, Paragraph 10 of the Declaration entitled "General Plan" and Paragraph 21 of the Declaration entitled "Violations" shall apply to any breach of these By-Laws, Rules and Regulations.

ARTICLE III - APPLICATION

These By-Laws, Rules and Regulations are binding upon all co-owners, all apartment occupants, and all other persons, who have any interest whatsoever in the property, and their respective heirs, executors, successors, assigns, guests, and employees.

ARTICLE IV - OFFICERS

1. DESIGNATION: The principal officers of the Regime shall be a President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Governors. The Board of Governors may elect such other officers as in their judgment determine to be necessary.

2. ELECTION OF OFFICERS: The officers of the Regime shall be elected at the organizational meeting of the Board of Governors, and shall hold office at the pleasure of the Board of Governors.

3. REMOVAL OF OFFICERS: Upon an affirmative vote of a majority of the members of the Board of Governors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Governors, or at any special meeting of the Board called for such purpose.

4. PRESIDENT: The President shall be the chief executive officer of the Regime. He shall preside at all meetings of the Council of Co-Owners and of the Board of Governors. He shall have all of the general powers and duties which are usually vested

in the office of the President, including but not limited to the power to appoint committees from among the co-owners as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Regime.

5. SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Governors and the minutes of all meetings of the Council of Co-Owners; he shall have charge of such books and papers as the Board of Governors may direct, and he shall perform all duties incident to the office of Secretary. The Secretary, in addition to the other duties which he shall have pursuant to other provisions of these By-Laws, shall perform the duties designated by the President or the Board of Governors. The Secretary shall further make a roster of all co-owners showing their respective interests in their respective apartments, the percentage interest which each apartment bears to the entire Horizontal Property Regime, the designated voting co-owner of each apartment, and the address of each voting co-owner. The Secretary shall keep a file of copies of all instruments evidencing the nature and extent of ownership in an apartment of each co-owner. The Secretary shall prepare all ballots.

6. TREASURER: The Treasurer shall have the responsibility for the Regime's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Regime in such depositories as may from time to time be designated by the Board of Governors. The Treasurer shall keep accurate records of all assessments levied against the co-owner and apartment, and the amount disbursed from each assessment collected. At such time as a co-owner shall sell, transfer or otherwise convey his interest in an apartment, such co-owner shall be furnished by the Treasurer an accurate statement of such co-owner's interest, if any, in the undisbursed funds of the Regime, or if the liabilities of the Regime shall exceed its funds at such time, then the amount of such co-owner's pro-rata share of such deficit.

ARTICLE V - BOARD OF GOVERNORS AND OBLIGATIONS OF CO-OWNERS

1. REGULAR MEETINGS: Regular meetings of the Board of Governors may be held at such time and place as shall be set from time to time by the majority of the Governors but at least four such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Governors shall be given to each Governor personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

2. SPECIAL MEETINGS: Special meetings of the Board of Governors may be called by the President upon three days' notice to each Governor given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice upon the request of at least two Governors.

3. WAIVER OF NOTICE: Before or at any meeting of the Board of Governors any Governor may in writing waive notice of such meeting and such waiver shall be deemed equal to the giving of such notice. A waiver of notice given by any Governor in writing after any meeting shall likewise be deemed the equivalent of giving such notice. Attendance of a Governor at any of the meetings of the Board shall constitute a waiver of notice by him of the time, place and purpose of the meeting. If all Governors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4. QUORUM OF BOARD OF GOVERNORS: At all meetings of the Board of Governors, three Governors shall constitute a quorum for the purpose of transaction of business

and the acts of a majority of the Governors present at a meeting at which a quorum is present shall be the acts of the Board of Governors. If, at any meeting of the Board of Governors, there shall be less than three Governors present, the Governors present may adjourn the meeting to a later time. At any such later meeting, any business which might have been transacted at the meeting as originally specified in the notice of such meeting may be transacted without further notice.

5. FIDELITY BONDS: The Board of Governors may require that all officers and employees of the corporation handling or responsible for the funds of the Regime shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Regime, and shall be procured by the Board of Governors for and on behalf of the Regime.

6. DIVISION OF PROFITS; PAYMENT OF LOSSES: In the event the Regime shall sustain any profits or losses, such profits and losses shall be shared by the co-owners in accordance with each co-owner's interest in the entire Regime as set forth in Paragraph Six of the Declaration.

7. DISPOSITION OF FIRE AND EXTENDED COVERAGE AND OTHER HAZARD INSURANCE PROCEEDS: Except in the event of a termination of the Regime as provided in Arizona Revised Statutes § 33-551 through § 33-561, all fire and extended coverage and other hazard insurance proceeds shall be used to rebuild and restore the premises, and in the event the proceeds exceed the cost of rebuilding or reconstruction, such excess shall be retained by the Board of Governors and shall be applied toward reduction of the monthly assessments imposed by the Board of Governors. In the event the proceeds are not sufficient to rebuild and restore, the amount necessary to complete rebuilding and restoring shall be assessed against the co-owners of each apartment in accordance with each co-owner's interest in the Regime as established in Paragraph Six of the Declaration. In the event of a termination of the Regime as provided in the said Arizona Revised Statutes, all insurance proceeds shall be distributed to the co-owners of each apartment according to the respective interests of each co-owner in the entire Regime as set forth in Paragraph Six of the Declaration, provided, however, all of the co-owners of an apartment shall pay all encumbrances and liens against that apartment.

8. USE OF GENERAL COMMON ELEMENTS AND FACILITIES THEREON: The co-owners of each apartment shall have the right to use all of the general common elements and the facilities thereon and nothing in these By-Laws or the Rules or Regulations in connection herewith shall restrict such right; provided that such rights shall be exercised in a reasonable manner so as not to deprive the other co-owners of their right to the use thereof in whole or in part. The general common elements shall be used by each co-owner only for the particular purposes for which the same are designed. A co-owner's use of a general common element shall include the use thereof by such co-owner's tenants and guests.

9. UTILITIES, TAXES AND ASSESSMENTS: All real and personal property taxes, improvement lien assessments, and utility charges for telephone, gas, electricity and water used within each apartment shall be an individual charge upon each apartment and shall be paid by the co-owners of each apartment when due and before delinquency.

ARTICLE VI - RULES AND REGULATIONS

1. ADVERTISEMENTS: No resident of the property shall post any advertisements or posters of any kind in or on the property except as authorized by the Board of Governors, providing such authorization does not violate the said Declaration.

2. DISTURBANCE: Apartment occupants shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other apartment occupants.

3. NON-HANGING OF OBJECTS: It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the property.
4. NON-DUSTING OF OBJECTS: It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the building.
5. GARBAGE: It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.
6. INSTALLATION OF WIRING: No wiring shall be installed for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the building or that protrude through the walls or the roof of the building except as authorized by the Board of Governors.
7. LITTER: No dust, rubbish, litter or anything else shall be swept, thrown or emptied from any of the windows or upon or from any of the balconies of the building or into the halls or entryways thereof or upon the grounds of the property.
8. SIDEWALKS: The sidewalks, entryways and stairways outside of the apartments, shall not be obstructed or used for any other purpose than for ingress and egress to and from the respective apartments.
9. STORAGE: The halls and stairways shall not be used for storage of property of any nature.
10. WATER: Water in the apartments shall not be left running for any unreasonable or unnecessary length of time.
11. GUESTS: Residents shall be responsible for the behavior of their employees and guests on the property. These By-Laws, Rules and Regulations and all changes promulgated from time to time by the Board of Governors will apply to all apartment occupants, their employees and guests.
12. PETS: The occupants of any one apartment shall be allowed to keep within that apartment a dog or a cat or a bird; however, the right to keep such pet within that apartment is a privilege and not an absolute right and in the event a majority of the Board of Governors acting in their absolute discretion determine that such pet creates a nuisance or disturbs the occupants of any other apartments, the Board of Governors may order that such pet be removed from the property and the co-owners and occupants of the apartment in which such pet is kept shall cause such pet to be removed within three days after notice from the Board of Governors to remove such pet. All dogs and cats shall be maintained on a leash when outside of each apartment. All pet leavings shall be properly disposed of by pet owner.
13. POOL AREA: The Board of Governors shall post in the area of the swimming pool such rules and regulations as they may adopt relating to the hours of use of the pool, limitations on use of the pool by persons other than co-owners and apartment occupants, and all other rules and regulations they deem desirable relating to the use of the pool and the pool area.
14. PARKING AREA: The Board of Governors shall adopt rules and regulations relating to speed limits, loading and unloading within the parking area, and the general use of the parking area and all driveways located on the property.
15. OTHER RULES AND REGULATIONS: The Board of Governors may adopt such other rules and regulations as they, in their discretion, deem necessary or advisable to

promote the health, safety, welfare or comfort of the co-owners, apartment occupants and their respective employees and guests. Such other rules and regulations adopted shall be distributed to each co-owner and apartment occupant. Each co-owner and occupant shall comply with such other rules and regulations as well as those herein specifically set forth in this Article VI.

16. In the event a resident, or guest, fails to accompany pet on the premises or in the event a resident, guest and the co-owners of the apartment in which such resident or guest resides shall be subject to a fine which may be levied by the Board of Governors in accordance with the following procedures:

All complaints shall be in writing and delivered to the Management Agency or any member of the Board of Governors. Upon receipt of a written complaint, the Management Agency shall notify both the complainant and alleged violator (and the co-owner or resident of the apartment in which such alleged violator resides) that a complaint has been filed and the date that the Board of Governors will consider the complaint. At such meeting the Board of Governors will hear unsworn testimony from the complainant, any witnesses who may wish to testify, and the alleged violator. In the event that a majority of the members of the Board of Governors present at the meeting decide, after hearing such testimony, that a violation of this rule has occurred, a fine shall be levied against the violator (and the co-owner or resident of the apartment in which such violator resides) in accordance with the following schedule:

First Violation	\$10.00
Second Violation	25.00
Third Violation	50.00

Such fine shall be the joint obligation of the violator, the co-owner and the resident of the apartment in which the violator is residing. The fine shall be due and payable to the Board of Governors within ten (10) days after written notice of imposition of the fine is delivered, either personally or by first-class mail, to the foregoing persons. In the event legal proceedings become necessary to collect any fine levied by the Board of Governors, the Board of Governors shall be entitled to judgement in the amount of such fine together with court costs and reasonable attorney's fees. Nothing contained in this rule shall limit the rights and remedies of the Board of Governors or any co-owner under Article VI, Rule 12 of these By-Laws, Rules and Regulations.

17. RULES GOVERNING THE POOL AREA:

- 17-1. No running or rough play.
- 17-2. No glass containers.
- 17-3. Place refuse in proper waste containers.
- 17-4. Proper swim attire is to be worn; entering pool or jacuzzi in street clothing is prohibited.
- 17-5. Pets shall not be brought into the pool area.
- 17-6. Children under the age of 12 must be accompanied by an adult. An adult is someone over the age of 19.
- 17-7. Residents must accompany their guests in the pool area.
- 17-8. Homeowners are solely responsible for the conduct and safety of their children, tenants, and guests.
- 17-9. Greasy or oil types of tanning lotion are prohibited.

- 17-10. Gates are to be securely locked at all times.
- 17-11. Persons using the pool area between 10:00 p.m. and 8:00 a.m. are reminded to be considerate of their neighbors.
- 17-12. Homeowners shall not engage in or allow any conduct or condition which poses a hazard to health and/or safety.
- 17-13. THE POOL AND JACUZZI ARE CLOSED ON MONDAY BETWEEN 6:00 a.m. and 1:00 p.m.
- 17-14. The Board of Governors may restrict access to the pool area by residents violating the above rules.
- 17-15. These rules are subject to review and may be revised or amended at any time by the Board of Governors.

18. RULES AND REGULATIONS FOR PARKING AREA:

Rules governing use of Parking Area, adopted by the Board of Governors on September 29, 1980; amended October 20, 1980, in accordance with the Horizontal Property Regime and Declaration of Conditions and Restrictions, Article 6, Paragraph 14 of the By-Laws.

- 18-1. Unauthorized use of assigned parking spaces is prohibited. (Refer to Declaration, Paragraph 8.)
- 18-2. Motorized vehicles shall not be allowed on the sidewalks or lawns.
- 18-3. Parking of vehicles is permitted only in properly marked spaces. (Exception: Mopeds may be stored in Owner's Patio.)
- 18-4. All vehicles kept in common parking areas will be maintained so that they can be lawfully operated on a public highway.
- 18-5. Any unattended vehicle must have all wheels in contact with the pavement.
- 18-6. Pickup campers and motorhomes which do not exceed 20 feet in overall length will be allowed to park in properly marked spaces. No towed vehicles of any sort shall be allowed in the parking area.
- 18-7. Vehicles in common parking areas must display current valid license plates.
- 18-8. Homeowners, tenants or guests will not engage in the use, or open storage of toxic or flammable material in parking areas.
- 18-9. Homeowners will not permit any activity or condition which will pose a hazard or threat to public health or safety to property or structures.
- 18-10. Common area parking is restricted to the use of wheeled vehicles which do not exceed a gross vehicle weight of 10,000 pounds.

The Board of Governors will enforce these regulations by whatever means the Board deems appropriate. This may include, but is not limited to, towing the vehicle at the owner's expense without notice; and/or seeking injunctive relief against the responsible homeowner.

19. OWNER RESPONSIBILITY RULE

Owners are fully responsible for the conduct and behavior of members of their households and any other person they invite or permit on the Villa Paraiso property

regime. The term "other person" shall include, but not be limited to, guests, tenants, members of tenant's households, guests of tenants, tradesmen and deliverymen.

In the event that an owner or any other person violates the Articles of the Declaration of the Council of Co-Owners, damages the property of the regime, damages the property of other occupants, threatens, harasses, or assaults any other occupant, or in any other way interferes with the rights of other occupants or creates any sort of nuisance including unreasonable noise, the Board of Governors shall have the right to:

- (1) Order the owner to remedy the offensive conduct or behavior and to make restitution for any damages, or
- (2) Request the owner to appear at either a special or regular meeting of the Board for the purpose of hearing evidence related to the specific complaint or complaints. The request to appear will be delivered to the owner by regular United States mail posted at least seven (7) days prior to the meeting and shall specify the time and place the owner is to appear and the nature of the complaint(s). If the Board finds the complaint(s) to be justified, the Board may, at its option, take one or more of the following actions:
 - (a) Reach an agreement with the owner as to remedial measures to prevent a reoccurrence;
 - (b) Fine the owner an amount not to exceed \$50.00 per violation;
 - (c) Order the owner to remedy the offensive conduct or behavior and to make restitution for any damages;
 - (d) In extreme situations the Board, in its absolute discretion, may order the owner to remove the offending person from the property regime and to insure that that person will not be again permitted onto the property. Such order of the Board shall be enforced by the owner without undue delay at the owner's sole expense.

In the event that an owner is uncooperative, refuses to obey an order of the Board, or fails to pay any sums found due by the Board for restitution or fine, the Board shall have the right to enforce such order by legal process. In addition, the amount of any such assessment shall become a special assessment against the owner, which may be enforced as a special lien as provided in the Declaration. In the event that the Board engages an investigator or attorney to investigate or document a complaint, or if the Board engages an attorney to enforce any rules, orders, or assessments, the owner shall be responsible for all costs, including reasonable investigator and attorney fees. Nothing herein precludes an aggrieved party from pursuing any other remedy available in equity or at law.

20. SERVICE FEE RULE

The monthly assessment is due and payable on the first day of each month at a place to be specified by the Board of Governors. In the event that a payment is received after the 15th day of any month, a service fee of \$5.00 shall be immediately due and payable for each such late month.

Any unpaid service fees shall constitute a special assessment against the particular unit. In the event an owner does not pay accumulated service after reasonable notice has been given, the Board of Governors may enforce collection by legal pro-

cess. In the event that the Board of Governors elects to engage an attorney to enforce collection, the owner shall be liable for the costs of such collection including reasonable attorney fees.

The Board of Governors, at its discretion, may waive the service fee.

ARTICLE VII - AMENDMENT

These By-Laws, Rules and Regulations may be amended by a majority of the co-owners, in person, or by proxy at either an annual meeting or a special meeting called for the purpose of amending these By-Laws,

ARTICLE VIII - INDEPENDENT PROVISIONS

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

ARTICLE IX - CONSTRUCTION OF LANGUAGE

The language used herein shall be construed according to its fair and usual meaning. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. All words used in any gender shall extend to and include all genders.

Adopted by First Service Corporation, the developer, as the By-Laws, Rules and Regulations of Villa Paraiso, this 14th day of February, 1973.

RULE 21

VILLA PARAISO HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS REGARDING UTILITIES

The Board of Governors of Villa Paraiso Homeowners Association, pursuant to the Declaration of Covenants, Conditions and Restrictions and By-Laws for the Association, and in the interests of preserving the maintenance and appearance of the Common Areas, and maintaining the value of the individual and common properties, hereby adopts the following rules and regulations regarding maintenance of utilities:

1. Pursuant to Paragraph 28 of the CCR's, it is the responsibility of each individual homeowner to maintain and assure proper functioning of all utility lines within his apartment and from the respective meters to his apartment. The utility lines passing from the meter to the apartment pass generally over elements of the Common Area, including both underground and over and through buildings. All repair and maintenance of utility lines shall be the responsibility of the individual homeowner, as will repair or replacement of the Common Area damaged as a result of such maintenance. All maintenance of utilities shall be in accordance with the following rules.

2. Repair and maintenance work of both utility lines and elements of the Common Area shall be done by licensed and bonded contractors, who shall be approved by the Board of Governors prior to commencing work or the homeowner signing a contract. In the event the contractor causes excessive damage to the Common Areas, unreasonable delay in completing the job, or otherwise fails to

comply with requirements of the Board of Governors, the Board of Governors reserves the right to discharge the contractor, demand his removal, and if necessary, hire a replacement contractor to complete the job, including repair of the common elements. Any expenses incurred thereby shall be borne by the individual homeowner.

3. Any common elements damaged by repair or maintenance of utility lines, including, but not limited to, paving, sidewalks, grass, shrubbery, building walls, building roofs, trees, and equipment, shall be repaired and replaced in the same condition as prior to the start of construction or damage to the utility line. The homeowner shall, at his own expense, repair and replace the common elements in the same condition, including repair of any damage caused by the damaged utility line, such as flooding damage.

4. Prior to commencement of construction, the homeowner or his contractor shall submit to the Board of Governors for their review and approval, the following:

A. A copy of the City Building Permit for the repair job.

B. Proof of insurance carried by the contractor, which proof shall name the Villa Paraiso Homeowners Association as an additional insured for third party liability.

C. An appropriate diagram of the nature of the repair, including locations of all underground utility lines in the vicinity.

5. The Board of Governors reserves the right to approve the nature of the installation and repairs to both the utility lines

and the common elements.

6. All repairs shall be done as expeditiously as possible, including repair and replacement of the common elements. The Board of Governors reserves the right to place a strict time limit on the construction work, and to impose a liquidated damages clause requiring payment by the contractor and the homeowner to the Homeowners Association if the common elements are not restored within that time limit.

7. The Board of Governors shall meet on an emergency basis as quickly as possible after notification by homeowner of their intent to perform maintenance work on a utility line, in order to review the proposed project and the above required documentation and to approve same.

8. It shall be the sole and exclusive responsibility of each individual homeowner contracting for repair or maintenance of utility lines to insure payment to the contractor of all charges and to obtain and provide to the Homeowners Association upon request lien releases from each and every contractor working on the project. In the event a contractor should place or attempt to place a workmen's or material lien on property owned by the Association, including the common elements, the individual homeowner shall immediately upon demand pay all charges necessary to release said lien, and any charges incurred by the Homeowners Association, including costs and attorney's fees, whether or not suit is filed, to secure the payment and/or release of said lien.

In the event the common elements are not satisfactorily repaired and restored to their original condition following

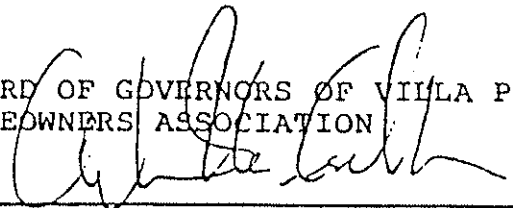
utility work, the Homeowners Association may have the work performed, and the entire cost thereof shall be immediately paid upon demand by the individual homeowner. In the event a homeowner fails to pay any charges incurred by the Association under any of the provisions hereof, said charges may become a lien upon the homeowner's individual unit, subject to foreclosure as any other lien for assessment, or other collection remedy. The individual homeowner shall be responsible for any costs and attorney's fees incurred by the Homeowners Association in collecting same.

9. The Board of Governors reserves the right to request changes in the manner and means of repairing utility lines, and specifically, may require that said lines be replaced underground or above ground, including over the roofs of condominiums buildings. Repair and replacement shall be done in a manner which creates minimum impact upon the common elements whenever possible. Any portion of utility lines which are above ground or visible may be required to be painted to match the building color or otherwise be made non-obtrusive.

Dated June 12, 1985.

BOARD OF GOVERNORS OF VILLA PARAISO
HOMEOWNERS ASSOCIATION

By



President

RULE 22

The purpose of this rule is to provide a standardized set of specifications which can be used by any co-owner who wishes to apply for permission to screen an upstairs balcony railing. The specifications for material, method of installation, and finishing follow:

(insert specs and diagrams as approved)

The applying co-owner agrees to be bound by these specifications and to not deviate from these specifications unless such deviation was included in the original application and was approved for installation.

Once installed the approved screening becomes the property of the applying co-owner and of any other person(s) who may subsequently acquire title to that unit.

The co-owner of the unit is solely responsible for the maintenance of the approved screening and will not permit the screening or its mounting or finishing hardware to appear torn, rusted, marred or otherwise neglected and unattractive. Any and all damage will be promptly repaired by the co-owner. If the co-owner fails for any reason whatsoever to provide adequate maintenance of the screening and its associated hardware the Board of Governors of Villa Paraiso will effect those necessary repairs and the cost of those necessary repairs will become a special assessment against that unit as otherwise provided for. This special assessment may be enforced as any other special assessment.

The co-owner will make certain that the screening is painted the same color as adopted for all other exterior metal railings at Villa Paraiso. Whenever the complex is repainted or a different color is adopted for use on the exterior metal railings then the co-owner will re-paint the approved screening with the new color within ten calendar days of the time work is completed on the installation of the new approved color. The cost of this repainting of the approved screening is the sole responsibility of the co-owner.

The co-owner shall return the railings to their original condition if they remove the screenings.

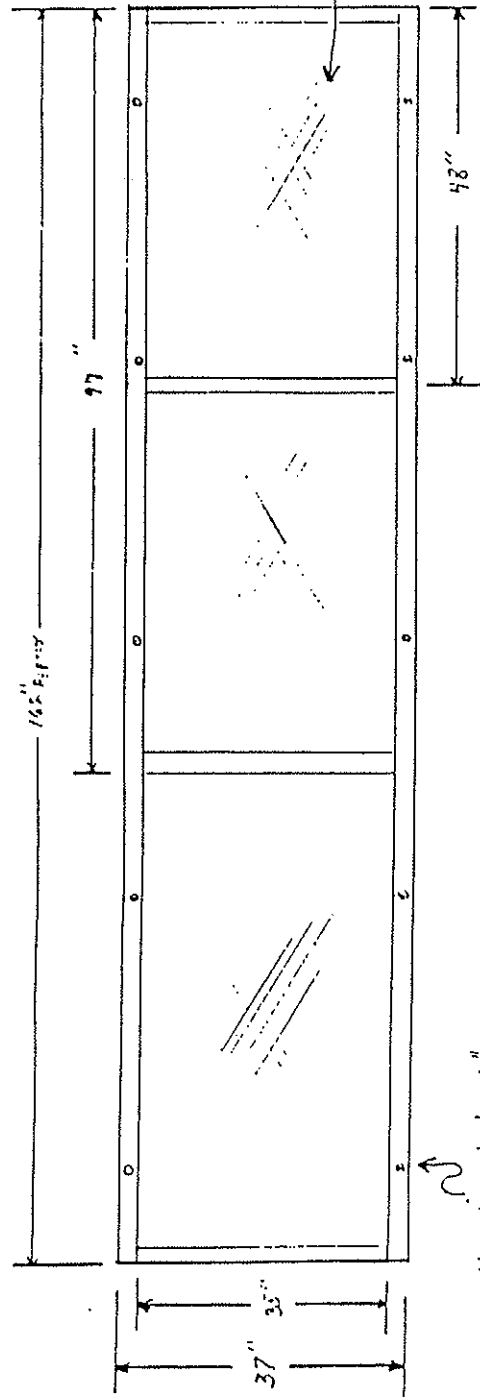
RULE 22

VILLA PARAISO HOMEOWNERS ASSOCIATION

SPECIFICATIONS FOR INSTALLATION
OF WROUGHT IRON SCREENING FOR
UPPER - LEVEL BALCONIES

Approved material is 22 gauge, 3/16 diamond sheet metal framed by 1" x ½" 16 gauge tubing forming two approximately 27' x 3' panels. These panels are to be painted to match existing wrought iron railings.

Each panel is to be affixed to the interior of the existing wrought iron railing with 5 each 1½" x ¼" bolts with nuts and washers.)Please see attached plan).



Scale 3/4" = 1'

Villa Paraiso Homeowners Association
 Specifications for Rule 22

RULE 23

VILLA PARAISO HOMEOWNERS ASSOCIATION

RULE 23. SECOND FLOOR BALCONIES.

**Balconies are not to be used for storage of any kind.
Only outdoor-style patio furniture is allowed on balconies.**

Rule 24:

The Board of Governors of Villa Paraiso Homeowners Association pursuant to the Declaration of Covenants, Conditions, and Restrictions and By-laws of the Association hereby adopts Rule 24 of Article VI of the By-Laws, Rules and Regulations of Villa Paraiso to address a specific security issue related to the storage of bicycles.

1. This rule shall apply only to those units which do not have a ground floor patio.
2. The co-owner(s) and those persons occupying the unit with the permission of the co-owner may utilize the balcony area of the unit for the storage of not more than two non-motorized and fully functional bicycles.
3. The subject balcony may not be used for the storage of inoperable bicycles, or any component(s) of bicycles.
4. The installation of any suspension system or bracket system intended for the storage of bicycles is prohibited if such device or system is attached to the structure.
5. Bicycles may be secured to the balcony railing only if the securing device is not capable of marring or damaging the paint on the railing.
6. It must be emphasized that this rule is a limited and focused exception and all other provisions of the Declaration of Covenants and Restrictions and By-laws, Rules and Regulations of Villa Paraiso apply.

CERTIFICATION OF BY-LAWS FOR
VILLA PARAIISO COUNCIL OF CO-OWNERS, INC.

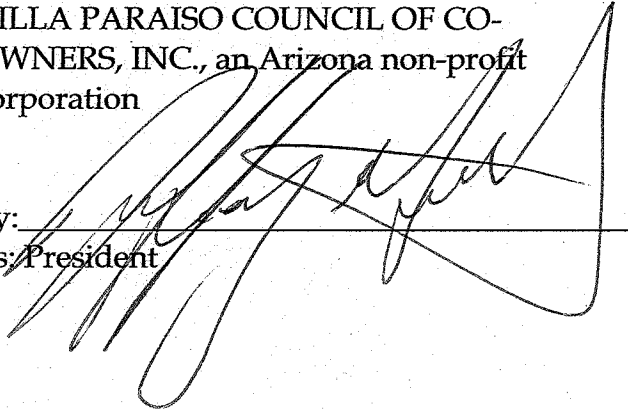
1. The foregoing By-laws, Rules and Regulations of Villa Paraiso Council of Co-Owners, Inc. (the "Corporation") have been in full force and effect and used as the Corporation's By-Laws and Rules and Regulations since February 14, 1973, when the document was adopted by First State Service Corporation as Developer of Villa Paraiso; and

2. The Rules and Regulations were subsequently amended to include Rules 21-23 and Rule 24, which are attached and part of the foregoing document. There have been no other amendments or modifications to the By-Laws, Rules and Regulations of Villa Paraiso Council of Co-Owners.


3. The undersigned certify that the foregoing By-Laws, Rules and Regulations is a true and correct copy of the Corporation's By-Laws, Rules and Regulations which remain in full force and effect.

VILLA PARAIISO COUNCIL OF CO-OWNERS, INC., an Arizona non-profit corporation

By: _____
Its: President



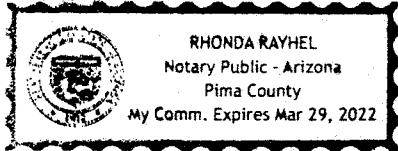
ATTEST:



Treasurer

STATE OF ARIZONA)
) ss.
County of Pima)

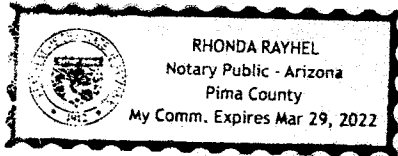
SUBSCRIBED AND SWORN TO before me this 27th day of July,
2020, by Jeffrey Gilbert, President of Villa Paraiso Council of
Co-Owners, Inc., an Arizona non-profit corporation.



Rhonda Rayhel
Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

SUBSCRIBED AND SWORN TO before me this 27th day of July,
2020, by James Shira, Treasurer of Villa Paraiso Council of
Co-Owners, Inc., an Arizona non-profit corporation.



Rhonda Rayhel
Notary Public