

WELCOME

TO

VISTA DE OESTE II CONDOMINIUM ASSOCIATION

A PRIVATELY OWNED COMMUNITY

RULES & REGULATIONS

These Rules & Regulations are to be used as a continuation of and in conjunction with the Vista De Oeste II Covenants, Conditions & Restrictions.

REVISED OCTOBER 2007

VISTA DE OESTE II ASSOCIATION RULES & REGULATIONS

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VISTA DE OESTE II CONDOMINIUM ASSOCIATION RULES & REGULATIONS

INTRODUCTION

These Rules & Regulations represent modifications to and clarification of the Vista De Oeste II Condominium Association Covenants, Conditions & Restrictions (CC&R's). They provide a more comprehensive explanation of the use restrictions, information on the Arizona House Bills governing Condominiums and are applicable to conditions of contention and to lessening violations of the governing documents.

Vista De Oeste II is a privately owned community made up of 128 Units along with the Common Areas that surround the units. It is imperative that all Unit Owners, their tenants/renters and managing agents read, understand and comply with the governing documents, including these new Rules & Regulations.

These Rules & Regulations are to be used as a continuation of and in conjunction with the Covenants, Conditions & Restrictions that govern Vista De Oeste II Condominium Association. These Rules & Regulations have been adopted and promulgated in accordance with the powers vested in the Board of Directors as authorized by the Arizona House Bills, Arizona Non-Profit Corporation Act, the Condominium Act and the governing documents of Vista De Oeste II Condominium Association.

Through implementation and enforcement of the governing documents, the Association provides for and promotes the recreation, health, protection, safety and welfare of all Vista De Oeste II residents; the improvement and maintenance of the Common Areas; the uniform architectural aesthetics of the community; and the Common Good of the Association.

Living in a condominium community means not only the sharing of the Common Expenses, but the sharing of responsibilities as well. Decisions do not come easily for any member of the Board of Directors, but their job is to make decisions based on what is in the best interest of all 128 Unit Owners for maintaining the integrity and the assets of their community.

The Board of Directors are also utilizing these documents to clarify several issues contained in the CC&R's and the Bylaws of Vista De Oeste II with the hope that all Owners will understand their obligations to the community. The rental of units and the role of both landlord and tenants are being addressed at great length.

All of the issues formulating these Rules & Regulations are contained in the Association documents and are in compliance with all governmental authorities including, but not limited to city, county, federal and state statutes and ordinances.

We ask that everyone take the time to read, understand and abide by these Rules & Regulations. We each need to do our part in making Vista De Oeste II a better place to live. These are your homes and investments. You each have an obligation as Members of this Association to be responsible Members of this community. You need to share willingly in this obligation. You need to learn what the problems are in your community, what is causing these problems and work towards a resolution. It is easy to blame others for discontentment or the deterioration of the community assets, but you all need to be aware of what needs to be done to remedy the problems.

These new Rules & Regulations become effective immediately upon receipt. It is the responsibility of the Unit Owner to provide a copy of these Rules & Regulation to your tenants and not the Association. Remember, you

the Members are the Association. In order to assist the residents of Vista De Oeste II in understanding the difference between Common Elements and Limited Common Elements, we are reiterating the definition section of your CC&R's.

DEFINITIONS

It is the intent of the Board of Directors to provide each of you with an easy to understand definition of the pertinent portions of your CC&R's as follows:

1) **COMMON AREA** - shall mean all such property held by the Association for the common use and enjoyment of Members of the Association, including, but not limited to such things as driveways, parking areas, right-of-ways, walk areas, lighting fixtures, easements, recreational areas and facilities, pumps, trees, landscaping, streets, pipes, wire, conduit and other utilities.

All foundations, columns, girders, beams, supports, exterior walls, bearing walls, roof, exterior walkways, undesignated and/or guest parking spaces, surface streets, stalls, recreational areas and facilities, yards, gardens, fences, storage spaces, all installation of power, lights, water and other parts of the property necessary or convenient to the existence, maintenance and safety of the Common Area, or normally in common use.

2) **PROPERTY** - shall mean and refer to the land, the buildings, all improvements and structures thereon, all articles of personal property intended for use in connection therewith.

3) **UNIT** - Each unit is composed of and shall include the space enclosed and bounded by the boundaries shown for each Unit on the Plat, which boundaries are the interior surface of the finished perimeter walls and the interior surfaces of the finished floor and the finished ceiling, the elevations of each unit being shown on the Plat.

The term "UNIT" shall mean and refer to a part of the property intended for any type of independent use as defined in the Act and as designated on the map, and shall be synonymous with "Condominium Unit" and shall be composed of and include, a Unit together with a patio bearing the same number as the unit so designated on the map, together with an undivided 1/128th interest in and to the Common Elements shown and described on the Plat and set forth herein.

4) **LIMITED COMMON AREAS & FACILITIES** - are and shall be the initially designated parking spaces which are set aside and reserved for the use of the respective Units as set forth in the Map, the additional parking spaces upon assignment to a Unit Owner, patios enclosed by walls adjacent to a Unit, all as designated on the Map or herein, to the exclusion of the other Units.

5) **MAINTENANCE OF UNITS** - Each Unit Owner at his/her expense shall keep the interior of his/her Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of the Unit. Maintenance Responsibilities for all parties will be addressed in these Rules & Regulations.

A general rule of thumb in Condominium living is if anything on the inside of your unit or which services only your unit, it is your responsibility to have repaired at your expense.

ANIMALS

Dogs, cats and other "Common Household" pets may be kept, provided they are not bred, kept or maintained for any commercial purpose. Each household may not have more than two (2) pets, each weighing less than 30 pounds at full maturity. Exotic animals, including, but not limited to snakes and lizards are strictly prohibited.

Pets are not allowed to roam freely through Vista De Oeste II property at any time, but must be on a leash held or controlled by an adult accompanying the animal. Pets are prohibited by Maricopa County from entering the pool area. Pets are not to be kept, chained or tied up in any Common Area or Limited Common Area.

All dogs must be licensed; display current tags and all pets must be current on their vaccinations.

Pets are not allowed to become a nuisance. Persistent barking or whining will not be tolerated. Restrictive action will be taken by the Board of Directors to have any animal removed from the premises if problems persist. Every resident has the right to peaceful enjoyment of their home and property.

MARICOPA COUNTY LEASH LAW

MARICOPA COUNTY HAS A LEASH LAW WHICH PROHIBITS ANY DOGS FROM ROAMING FREELY. THE FINE FOR NOT HAVING YOUR DOG ON A LEASH CAN BE ANYWHERE FROM \$50.00 to \$2,500.00. IF YOU ARE TURNED IN OR IF YOUR DOG BITES SOMEONE AND IS NOT CURRENTLY LICENSED WITH UP TO DATE VACCINATIONS. PLEASE OBEY THE RULES & REGULATIONS AND HELP KEEP EVERYONE SAFE.

PET OWNERS' ARE RESPONSIBLE FOR REMOVING PET DEFECATION IMMEDIATELY AND DISPOSE OF PROPERLY. (PLASTIC ZIPLOCK BAGS WORK WELL) OWNERS' ARE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THEIR PETS. FAILURE TO CLEAN UP AFTER YOUR PET COULD RESULT IN AN INJUNCTION TO REMOVE THE ANIMAL FROM THE PREMISES.

ANIMALS ARE NOT ALLOWED TO REMAIN IN YOUR PATIO WHILE YOU ARE AWAY FROM YOUR HOME.

WE ASK ALL RESIDENTS TO REFRAIN FROM FEEDING STRAY CATS AND BIRDS. THIS CAUSES DAMAGE TO THE BUILDINGS AND ROOFS AND NOT ALL RESIDENTS WANT TO BE SUBJECTED TO THIS PROBLEM.

PLEASE BE A RESPONSIBLE PET OWNER.

ARCHITECTURAL CHANGES AND/OR MODIFICATIONS

All Owners' must request an "Architectural Submittal Form" when making any visible additions or alterations to a Unit and/or plans for any work contemplated by an Owner which may impair, deteriorate or affect the structural stability of the building or Unit and alter the uniform architectural aesthetics and integrity of the community must first be submitted to the Board of Directors for review and written approval prior to the commencement of any work.

Architectural Controls for an Association are generally set forth in the Declaration of Covenants, Conditions & Restrictions and are established by the Developer. These guidelines are set forth for the purpose of maintaining the uniform architectural aesthetics and integrity of the community.

Whenever a Unit is sold, the property must be inspected for violations of the governing documents. If there is a breach of the documents or damage to the exterior of the unit, you the seller would be required to repair the damage or bring your unit into compliance prior to closing escrow.

BARBECUES

Only electric or gas grills are allowed to be used at Vista De Oeste II Condominium Association. These grills must be moved away from the building before lighting the flame. This is mandated by the Phoenix Fire Department.

No charcoal grills are allowed.

BOARD MEETINGS

The Board of Directors meet the third (3rd) Wednesday of each month at First Service Residential Offices 16150 N. Arrowhead Fountains Center Drive, Suite 200, Peoria, Arizona 85382. All Meetings are called to order at 6:30 p.m. Vista De Oeste II follows the "Open Meeting" laws as specified in A. R. S. 33-1248 (A) and House Bill 2255. Members are encouraged to attend "Open Meetings" on a regular basis. The "Open Meeting" consists of the following:

Approval of previous meeting minutes

Financial Report

Review of Expenditures

Old Business (work completed or in progress)

New Business - work that needs to be done, review of bids, and any item requiring board approval

General Discussion - includes questions and comments from Members in attendance

Members are allowed to participate in all discussions

The "Open Meeting" is followed by an "Executive Meeting" for the purpose of dealing with the following issues:

Enforcement Actions (violation hearings)

Delinquency

Personnel Matters

Pending or contemplated legal action

Members are not allowed to attend the Executive Meeting due to the nature of business being transacted.

COLLECTION PROCEDURES

In order to maintain the standard of living at Vista De Oeste II and to provide adequate funding for emergencies and Capital Improvements, it is necessary that all Owners' pay their monthly Assessments promptly. Currently your monthly Assessment is \$150.00 per Unit. Any Assessment not received during the month it is due is considered late and assessed a \$15.00 late charge every month until the Assessment account is brought current.

Late charges, collection charges, enforcement charges, lien fees, etc. are treated in the same manner as assessments and are collected under the same guidelines. In addition, if actions need to be taken to enforce

collection of the Assessments and charges, the Association is entitled to seek interest on the unpaid balance at the rate of 10% per annum plus court cost and attorneys' fees.

The Association will take all necessary actions allowed by law to enforce collections of funds due and owing to the Association.

EMERGENCY INFORMATION FORMS

It is a requirement of Vista De Oeste II that every Member of the Association complete this form giving the Association their current information and the name and telephone number of who can be contacted in case of an emergency. If you have not completed this form, we have enclosed another copy with this package. Emergencies do happen such as illness, burglaries, leaking pipes, toilets, hot water heaters, ice makers, storms, etc. We must have this form completed and returned to the Association.

If you do not return this completed form giving the Board and managing agent the required information so you can be contacted in case of an emergency, the managing agent will take care of the emergency and bill the Unit Owner directly for their time at the rate of \$50.00 per hour during normal business hours and \$75.00 per hour after business hours.

ENFORCEMENT ACTIONS

One of the most sensitive issues in a condominium community is the enforcement of the governing documents when they are violated, intentionally or unintentionally, by residents and their guests. While cooperation is the rule at Vista De Oeste II, there are occasions when the Board of Directors must take enforcement actions to protect and preserve the rights of others. The standard procedures adopted for uniform handling of violations of the Association documents are as follows:

- 1) A violation letter from the Association is sent notifying the Unit Owner of the infraction. The letter will quote specific violation(s) of the documents and request that voluntary corrective action be made within the time limit specified.
- 2) If corrective action has not been taken, a second letter is mailed warning of imminent corrective actions that will be taken if no response to or compliance with the initial letter has been received. This letter will advise the Unit Owner of his/her right to schedule a hearing with the Board of Directors to resolve the issues. The Board of Directors does have the right to levy fines for non-compliance and assess to the Unit Owner. Fines can no longer be assessed to your account and treated as unpaid assessments. The Association must now file suit against the unit owner and obtain judgment before pursuing collection of these fines.
- 3) In accordance with A.R.S. 33-1256, the Association must track all fines separately and file suit against the Unit Owner for all fines issued by the Board of Directors. If a judgment is obtained, once it is recorded then the Association will be protected under the statutory lien provisions. This statute does not eliminate charges incurred by an Owner for damages or cost to remove, repair or replace items in Common Areas. Fines at Vista De Oeste II range from \$25.00 for a minor infraction to \$1,000.00 or more depending on the amount of damages done to the Common Area or Common Elements
- 4) If after the right to a hearing with the Board of Directors has passed, the Board may levy the appropriate fine(s). If corrective action still has not been taken, the Board of Directors will make the decision as to when legal action might be taken to resolve the infractions, and will again offer to meet

with the Unit Owner to work out a resolution. If the Unit Owner fails to respond, legal action may become eminent.

GARBAGE AND REFUSE DISPOSAL

Trash receptacles are located through-out the complex and are emptied twice a week. Trash placed outside of the containers will not be picked up. All trash must be in plastic bags and tied before being placed in the containers. Cardboard boxes must be flattened and large crates broken down before being placed in the containers.

Throw-away furniture items, appliances, bed springs, mattresses, sofas chairs, carpeting, tile, and other heavy bulk items must be removed from the property and disposed of in a landfill. You may not throw these items in the trash containers. Owners are responsible for removing cumbersome items from the property. Anyone caught placing these items in the trash containers will be issued a fine of not less than \$100.00 plus the cost the Association pays for removals.

Depositing rocks, stones, wood, building materials, auto parts, tires, grease, oil, cleaning solutions and paint in the trash containers is strictly prohibited. Depositing car batteries, auto lubricants or other hazardous materials in the trash containers is also prohibited by State Law and is punishable by heavy fines.

Disposing of oil, grease, acids, paint and other hazardous materials in drains; along curbs, in street gutters, or other Common Areas of Vista De Oeste II is prohibited. Any hazardous materials left lying around is a potential health hazard to humans and animals and you would feel badly if you caused an injury due to your negligence in following the rules. You could also be held liable for injuries and/or prosecuted.

Please remember, the above referenced items can also cause damage to the sanitation equipment, and if damages occur, the Association would be responsible for payment to have the equipment repaired. That simply means that each Unit Owner would be charged in addition to the monthly Assessments you currently pay.

INSURANCE POLICY OF THE ASSOCIATION

The new insurance policy is provided by Community Association Underwriters of America and will take effect on November 3, 2012. This master policy contains some significant changes to the original policy that will take effect on November 3, 2012.

It will now carry a \$10,000.00 deductible that will be the responsibility of the Unit Owner filing a claim. It will be mandatory that all Unit Owners carry their own individual policy to cover the \$10,000.00 deductible of the master policy and their respective insurance needs. There will now be a cap of \$25,000.00 on water damage after the deductible of the Association has been satisfied.

A letter and a copy of the policy coverage are hereby attached. The Association asked that each Member provide a copy of this new policy to their Mortgage Company and individual insurance carrier so that your individual insurance will adequately cover your needs. Your individual agent must forward a Certificate of Insurance to the Association. If you have damage that requires the filing of a claim against the Association's policy, you must first contact: FirstService (480) 551-4300 to verify coverage. It is the responsibility of the managing agent to submit your claim to the insurance company. The Unit Owner will be responsible for making contact with his/her insurance provider.

With regards to rental units, it is important for you, the Owner, to be adequately insured, and require your tenants to purchase a renter's policy to insure their personal property.

KEYS

Keys for the pool area are given to each Unit Owner. The first key is provided at no charge. If the Unit Owner wishes to purchase a second key for the pool area, the cost is \$5.00. If a key is lost, stolen or taken by a previous tenant, the replacement cost is \$25.00. (The \$25.00 charge goes toward the cost of changing the locks every 3 years). The locks are changed to prevent and limit access to Vista De Oeste II pool area by previous owners/tenants who do not surrender their keys when they vacate the premises.

LANDSCAPING & GROUNDS

Because the landscaping has been designed to complement the surroundings and the architectural of the buildings, Owners are asked that if they wish to plant shrubs and flowers in front of their unit, they first obtain written approval from the Board of Directors. Once planted, they become the responsibility of the resident to care for them.

Each year after the freeze season, the oleanders, Texas sage, lantana and other blooming shrubs are cut back to a height of 12" to 18" above the ground to remove all freeze damage from the plants. Please remember, plants and trees have a life span that is many times, shortened by the weather conditions and elements.

We ask that the residents of Vista De Oeste II not address the landscaping needs with the crews, but rather speak directly with either the managing agent or the landscape supervisor. If there is a problem with the landscaping or irrigation system, we ask that it be reported to the management company.

The timers for the irrigation system are set for the appropriate watering schedules based on seasonal conditions. If a sprinkler head has blown off or is broken, the system is on for just a short period of time and can be reported the next day if it occurs after normal business hours.

If a valve is stuck on, contact the managing agent by phone at (480) 551-4300 so the water can be shut off to prevent flooding.

If the lawn, plants or trees do not look like they are receiving a sufficient amount of water, contact the management company to schedule an irrigation check. If plants and trees in your area are not receiving sufficient water, please turn on a hose so that the trees and plants do not die.

Individual residents enjoy keeping potted plants on their patios. Potted plants are not allowed on the patio retaining wall. The pots should be free standing and have a drainage pan under each one. Climbing vines are prohibited from growing on the walls of the buildings. Vines create pock marks on the building exteriors. We ask that residents only place a limited number of potted plants on your patio.

For those of you that have planted trees and shrubs on your patios, we remind you that it is your responsibility to keep them neatly trimmed and contained within your patio. Shrubs and trees may not encroach on the Common Area.

MISCHIEVOUS ACTS & VANDALISM

Repairs for damage created by mischievous acts and/or vandalism cost each Unit Owner hundreds of dollars per year. Persons caught damaging Vista De Oeste II property will be billed for the damages and may be subject to civil prosecution. Residents who observe mischievous acts or vandalism should not attempt to apprehend the perpetrators, but should immediately contact the City of Phoenix Police Department. We ask that the person(s) observing the acts write down all pertinent details, such as description of individual(s), type of vehicle, type of vandalism and any additional information relating to the incident along with the date and time of the occurrence. Once the police have been notified, please contact FirstService Residential at (480) 551-4300.

NUISANCE

No nuisances shall be allowed on the property nor any use or practice which may be a source of annoyance to residents or which interferes with the peaceful enjoyment or proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any hazardous condition be allowed to exist. No Unit Owner shall permit animal feces to be deposited upon or remain upon the property or any part thereof.

PATIOS

The Board of Directors understand that residents like to express their individuality, but unfortunately, items placed on ledges, hung on the exterior of the buildings, or stored on patios could cause damage to the buildings which ultimately create increased repair costs for all Unit Owners. It is for this reason that no items other than patio furniture, electric or gas BBQ's and plants may be placed on the patios. Hangings are allowed with prior written approval from the Board of Directors. Hangings may not be of a religious or political nature and may only be hung on the beam overhead and not on the stucco surface of the building.

Patios are not to be used as a storage facility. All boxes, cleaning equipment, ladders, weightlifting / athletic equipment, bicycles or other miscellaneous items of any kind must be kept out of sight or moved to an offsite storage facility.

The Unit Owner shall be responsible for the upkeep and cleaning of their patios or instruct tenant(s) to keep the patio clean.

External laundering and drying of clothes, towels, rugs, etc., on patios and retaining walls is strictly prohibited.

POOL/SPA AND RAMADA AREA

Pool and spa hours are from 6:00 a.m. to 11:00 p.m. The hours must be adhered to so as to not disturb other residents whose units are adjacent to the pool area. Be respectful of residents residing around the pool area after 9:00 p.m.

Intoxicated persons are prohibited from entering the pool area as they create a liability issue for the Association and Members. **NO ALCOHOL OR SMOKING IS ALLOWED IN THE POOL AREA. THERE ARE NO EXCEPTIONS!**

ARIZONA STATE LAW MANDATES THAT CHILDREN UNDER THE AGE OF 14 MUST BE ACCOMPANIED BY AN ADULT (Over 18 years of age) **AT ALL TIMES.** It is the responsibility of all residents and guests within the pool gates/fence to watch and monitor the conduct and safety of their children and guests. Running and actions annoying to others are not permitted.

Your pool and spa are cleaned and maintained by an outside contractor. Residents and/or guests are not allowed to tamper with or make adjustments to any of the equipment. This is a violation as well as a threat to the safety of anyone using the pool or spa and will be dealt with accordingly.

Persons using the pool or spa must wear approved swimming attire (no cutoff's or street clothes). We ask that you remove excess oils and lotions before entering the water. All hair pins, clips, ties and rubber bands must be removed prior to entering the water.

Small children who are not potty trained will not be allowed in the pool unless they are wearing disposable swimming attire designed specifically for use in pools. Due to safety and health reasons, children under the age of 18 are not allowed in the spa as their skin cannot tolerate the water temperature.

Pets, bicycles, skate boards, roller blades, scooters, footballs and toys are not allowed in or around the pool/spa area. If it is not a water device, then it doesn't belong in the pool area.

No glass containers shall be allowed in the pool area. Cans and other garbage must be removed by the individuals that brought them into the pool area and disposed of in trash containers. All food must remain in the Ramada area and not taken near the pool or spa. No grills are allowed inside of the pool area.

Since there is "**NO LIFEGUARD**" on duty at any time, persons using the pool or spa do so at their own risk.

Gates to the pool area must be kept closed and locked at all times. It is the responsibility of all residents of Vista De Oeste II to be observant and to ensure that the pool gates are not propped open. Anyone not in possession of a pool key will be prohibited from gaining entrance to the pool area until they produce a key. Other residents using the pool are discouraged from opening the gate for anyone not having a key, no matter what their excuse is. Anyone climbing over the fence, gate or gaining entry by pulling apart the gate will be considered to be trespassing. If this occurs, contact the City of Phoenix Police Department and file a report with the management company the following business day.

The pool area of Vista De Oeste II falls under the new state "**NO SMOKING**" law. This pool is considered semi-public and therefore no smoking is allowed.

Radios and other sound devices may be played softly so that they do not infringe on the rights of those who do not wish to hear them. The use of earphones is encouraged. Noise level should be kept low and minimized in the pool area, particularly before 10:00 a.m. and after 7:00 p.m. as the sound generated in this area travels and can become an annoyance to the surrounding residents. If another resident asked that your music be turned off, then you are obligated to turn it off or faced suspension of your pool privileges.

The pool area may not be reserved for private parties. A social committee or other committee appointed by the Board of Directors may, with Board approval, hold functions that may take up the pool area for a certain period of time, such as a potluck or social gathering of the residents.

If you have children that do not know how to swim, please use a swimming vest or water wings to ensure their safety. It is the responsibility of the parents and guardians to watch their children when in or near the water. It only takes a few seconds for a child to drown. Please be careful when children are in the pool area.

Even though the spa is not heated at this time, at some point a new heater will be purchased. There are dangers to people using a heated spa. This is especially true for small children, the elderly, or intoxicated

persons. Adults and children (under the age of 18 cannot use the spa) are cautioned against sitting in the spa longer than 15 minutes. A person who cannot swim should not be left alone in the pool or spa. Persons under the influence of drugs or alcohol are susceptible to physical harm. The Vista De Oeste II Association accepts no responsibility or liability for persons using the pool, spa or BBQ's. A person with a known skin condition or other communicable disease is not allowed in the pool or spa until cured.

The restroom is provided for your convenience. It should be kept clean and neat for the next person. Leaving a mess, destruction, or defacing will not be tolerated and is subject to an automatic suspension of your pool privileges and the cost of clean-up or repairs. Dirty diapers must not be left in the restroom or trash can in the pool area. Place the dirty diapers in a plastic bag and place in the dumpster.

Use of play toys, rafts, etc., must not interfere with others enjoyment of the pool. No toys or floatation devices are permitted in the spa. The use of crayons, chalk and paint is prohibited.

When using the Ramada, please clean up before leaving the area. Vista De Oeste II does not employ personnel to clean up after you.

Anyone not adhering to these Rules & Regulations will be asked to leave the pool area. If you are asked to leave and fail to do so, a fine of not less than \$50.00 can be levied against the Unit Owner(s). If the individuals still refuse to leave the pool area, the City of Phoenix Police will be contacted to have you removed.

RENTAL UNITS

Partial renting or leasing of a condominium is prohibited. Condominiums may not be rented or leased for less than a (30) thirty day duration.

Prior to lease signing, each landlord or their managing agent (not the Association, Board of Directors or Management Company) is responsible for informing their tenants of the policies, restrictions along with the rules and regulations which govern Vista De Oeste II Condominium Association. In all cases, tenants like Owners are obligated to observe and comply with the governing documents. Owners are responsible for the actions of all renters/tenants and guests while on Vista De Oeste II Condominium Association property.

Unit may not be rented or leased to anyone who will be using the unit as a business office. Landlords and/or rental agents are required to notify:

First Service Residential
16150 N. Arrowhead Fountains Center Parkway, Suite 200
Peoria, Arizona 85382
(480) 551-4300

in writing when tenants move or change. A tenant information form must be completed and signed by tenants, landlord or managing agent specifying that their tenants have received, read, understand and agree to abide by these Rules & Regulations. The Owner or managing agent is responsible for providing the tenants with a copy of these Rules & Regulations prior to executing the lease or rental agreement. When the tenant information form has been completed, it can be faxed to (480) 551-6019 or mailed to the above-referenced address for placement in the Unit Owners lot file. Landlords should keep an extra copy on hand at all times.

In addition to the above-requirements, it is also the obligation of the Unit Owner to periodically visit the property to check on the condition of their unit and see if the unit needs any repairs. Whether the repair is the responsibility of the Unit Owner or the Association, small inexpensive problems can become a major

expense if not repaired promptly. When the repair is the Association's responsibility, the problem must be reported to the management company immediately. Repairs required by the Association, but not promptly reported by the Unit Owner within six (6) weeks of the initial occurrence, will then become the financial responsibility of the Unit Owner.

Vista De Oeste II is not an apartment complex that employs personnel to handle problems for your tenants. If there are violations of the Association's governing documents, the Unit Owner will be cited and it is the Owners' responsibility to deal with their tenants. If the Association expends funds to haul away large items left behind by tenants, the Unit Owner will be billed for the Association's expenses. If a tenant is in breach of the governing documents, the Unit Owner could be fined and will be held liable for the costs of any repairs to the Limited Common Elements or Common Areas.

It is the responsibility of the Unit Owner to obtain keys to the pool area when tenants vacate the premises and to make sure that the exterior of their unit has not been damaged. If damage has occurred, the Owner must notify the Association of the damage and make arrangements for the repairs prior to re-renting the unit. All Owners or managing agents must include on the move-in/move-out inspection form any damage to the exterior of the unit and forward a copy of the report to the Association. This includes the assigned parking spaces which must be kept clean and free of oil or lubricant damage.

SATELLITE DISH & CABLE TV SYSTEMS

Modifications of the central cable system are prohibited without first obtaining written approval from the Association. When installing an additional hookup, the cable company will need written authorization prior to rewiring.

If you wish to install a satellite dish, written permission from the Board of Directors must be obtained prior to installation. The guidelines for satellite dish installations are:

- 1) The dish cannot exceed 18 inches in diameter;
- 2) The dish must be attached to your individual a/c unit on the roof; and
- 3) All wiring must be black in color and run under the eaves or under the J channel at the stem wall.

SIGNS

Senate Bill 1062 now allows owners to display "For Sale" signs anywhere on their property, either indoors or outdoors. This means that "For Sale" signs may be posted in a front window. The statute prohibits owners from posting "For Sale" signs on Association Common Areas or Common Elements.

Senate Bill 1062 provides some limitations on the size of "For Sale" signs. These signs must not exceed eighteen by twenty-four inches (18" x 24"). For sale sign riders must not exceed six by twenty-four inches (6" x 24").

Directional A-Frame "For Sale" signs may be used on the day of any Open House but must be removed at the end of the day.

SOLICITATION

Vista De Oeste II is a privately owned community. Door to door solicitations such as personal, business, professional, charitable, political, entertainment, or any other type of solicitation is prohibited. Anyone entering Vista De Oeste II for the purpose of solicitation is considered to be trespassing and should be asked to leave the property.

SPEED LIMITS

The maximum speed limit within Vista De Oeste II is 15 MPH. Please obey this speed limit as Vista De Oeste II is a small community, but one with children playing, limited views around comers and dimly lit conditions at night. This rule is for the protection of everyone.

USE OF PROPERTY

The Property shall be used exclusively for residential purposes and each Condominium Unit shall be occupied as a separate dwelling unit. No business or trade may be conducted in a unit (includes a child care business) or on Vista De Oeste II property. Vista De Oeste II Condominium Association does not allow "Time Shares".

VACATION & OUT OF TOWN OWNERS'

Vista De Oeste II enjoys the diversity of many Owners whose main residence is in another city or state, but who live at Vista De Oeste II on a part time basis. In order to protect the property value of each Unit and that of neighboring units, it is necessary that each Owner arrange to have someone local check on their unit on a regular basis to see if there are any leaks which need to be repaired, such as running toilets, faucets, ice makers, hoses or the dreaded sewer back-ups. When a unit is not being occupied, the water supply lines inside of your unit need to be turned off.

The following guidelines are for the Owners to follow which will assist us in controlling damage to your unit and those adjacent to your unit when the unit is not occupied:

- 1) Shut off water in your unit at each toilet tank, sinks, washing machine, ice maker and any water filters you have;
- 2) Leave a faucet cracked open in a sink or bath tub and leave the stopper open. This way, if the water is accidentally turned on there will not be pressure in your plumbing lines while you are away;
- 3) Secure all doors and windows properly;
- 4) Allow someone you trust to have a key to your unit so they can check on your unit each week. Have them check to make sure your water has not been turned on, your windows are secure, all doors are locked, and no solicitation or newspapers have been left at your door;
- 5) Lower the bell on your telephone so ringing cannot be heard outside;
- 6) Never leave a spare key under flower pots, door mats or in other secret hiding places ... burglars know them all;
- 7) Have a timer turn lights on and off each evening as this makes your home appear to be occupied;

- 8) Cancel all of your daily deliveries such as mail, newspaper, etc. Accumulation tells burglars you are not home.
- 9) Keep a detailed inventory of all of your personal possessions. Include a description of the item, date of purchase, original purchase price and serial numbers. A video or photographs of valuable items is a good idea and will be helpful when filing an insurance claim.

VEHICLES & PARKING

It is expected that residents will maintain and keep clean their own respective parking spaces. The only obligation the Association has with regards to the parking structure is the changing of the lights, seal coating of parking spaces and the painting of the parking structures. If the structure is damaged, it is the responsibility of the Unit Owner to pay for the damages. If a resident has additional vehicles or guests vehicles, they must be parked in the visitor parking spaces. **IF A VEHICLE IS PARKED IN ANOTHER OWNERS' PARKING SPACE, OR IN A HANDICAP SPACE, THE VEHICLE MAY BE TOWED AT YOUR EXPENSE WITHOUT NOTICE.**

No boats, campers, travel trailers, rv's, motor homes, work trailers or commercial trucks are allowed to be parked on Vista De Oeste II property. No vehicle repairs are to be done on Vista De Oeste II property unless they are minor (such as a flat tire or a dead battery) and are necessary to move the vehicle which includes motorcycles. No other repairs or the changing of fluids are allowed.

There is **"No Parking"** allowed in a designated Fire Lane or "No Parking" area. Blocking entrance to or exit from a parking space is discourteous and the vehicle may be towed at the Owners' expense.

The asphalt driveways in the complex must be left open at all times to allow safe, un-restricted passage of emergency vehicles. Blocking a fire hydrant is prohibited

Some service vehicles may have to be parked for extended periods of time as they complete repairs or are called in to handle emergencies. Drivers of such vehicles must be readily available to move the vehicle to allow a resident use of their designated parking space.

WINDOW COVERINGS

Only curtains, drapes, shades, mini blinds, verticals or shutters may be installed as window coverings. No loud colors, designs, sheets, blankets or other non-approved items may be used.

No window shall be covered by paint, foil, tinting material or other non-approved material.

Sun Screens must be approved in writing by the Board of Directors before installation.

GENERAL RULES

CITY OF PHOENIX CURFEW LAWS: UNDER 15 YEARS OF AGE MUST BE INSIDE BETWEEN THE HOURS OF 10:00 P.M. TO 5:00 A.M. 16 AND 17 YEARS OLD MUST BE INSIDE BETWEEN THE HOURS OF MIDNIGHT TO 5:00 A.M.

No bicycles, scooters, skateboards, roller blades, or other riding toys are allowed to be ridden on the sidewalks of the complex to avoid personal injury and property damage.

No climbing of trees in the Common Areas is allowed.

No throwing of rocks, balls, use of bats, golf clubs, etc., is allowed in the Common Areas and driveways to avoid damage to the Common Areas, buildings and vehicles.

No one is allowed to tamper with any portion of the irrigation system, water faucets, pool equipment, etc., that belongs to the Association.

There is to be no climbing of perimeter fencing by anyone residing at Vista De Oeste II or any guests of residents.

Chalk, crayons and paint, etc., may not be used in the Common Areas, on the sidewalks, on furniture, mail boxes, exterior of buildings, interior of Limited Common Elements, cool decking, etc.

You are not allowed to wash vehicles on Vista De Oeste II property. Please take your cars to a car wash facility.

LEGAL OPINIONS

Much has been said about a dispute regarding broken pipes and who is responsible for the cost of repairs and clean-up. The Board of Directors is providing a copy of the original opinion provided to the Members in 1994, by the Law office of Charles Maxwell.

Please review the letter and understand that the Association is not always responsible for repairing broken pipes and damages.

These Rules & Regulation may be modified from time to time as the need arises by the Board of Directors. As the years' pass, each condominium complex discovers new problems that must be addressed to insure the peaceful enjoyment of the residents is not compromised and the Common Areas, Common Elements and Limited Common Elements are not damaged.

LET'S ALL PLAY BY THE SAME SET OF RULES AND TOGETHER WE CAN MAKE VISTA DE OESTE II A BETTER COMMUNITY IN WHICH TO LIVE.

Attachments: Legal opinion
Insurance Policy for Association
Emergency Information Form
Architectural Submittal Form
Maintenance Request Form

First Service Residential
16150 N. Arrowhead Fountain Center
SUITE 200
PEORIA, ARIZONA 85382
(480) 551-4300

VISTA DE OESTE II HOMEOWNERS ASSOCIATION

EMERGENCY INFORMATION FORM

WE ASK THAT ALL HOMEOWNERS COMPLETE AND RETURN THIS FORM TO OUR OFFICE SO THAT IF ANY TYPE OF EMERGENCY OCCURS, WE ARE ABLE TO CONTACT YOU. YOUR COOPERATION IS GREATLY APPRECIATED.

NAME OF OWNER(S): _____

MAILING ADDRESS: _____

PROPERTY ADDRESS: _____

TELEPHONE NUMBER: (HOME): _____ (WORK): _____

IN CASE OF EMERGENCY NOTIFY: _____

EMERGENCY PHONE NUMBER: (HOME): _____ (WORK): _____

SUMMER ADDRESS: _____

TELEPHONE NUMBER: (HOME): _____ (WORK): _____

RENTAL INFORMATION

NAME OF TENANTS: _____

TENANTS PHONE NUMBER: (HOME): _____ (WORK): _____

NAME OF AGENT: _____

TELEPHONE NUMBER: _____

LENGTH OF LEASE: _____

**VISTA DE OESTE II HOMEOWNERS ASSOCIATION
ARCHITECTURAL VARIANCE REQUEST FORM**

Date: _____

1. Homeowners Name: _____

Lot Number: _____ Phone Number: _____

Complete Address: _____

2. Contractor's Name: _____

Address: _____

3. Description of work to be done: _____

4. Type of materials to be used: _____

5. Color(s) to be used: _____

6. Dimensions of structure(height, width, etc.) if applicable: _____

Board Approval/Denial

Date

Additional comments: _____

Architectural Variance
Request Guidelines

I understand that under the Declarations and the Rules and Regulations the Board will act on this request and provide me with a written response of their decision within thirty days (30) days. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Association board.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workmanship like manner by a contractor or myself.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other neighboring owners.
5. I assume all liability and will be responsible for all damage and/ or injury, which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agent, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with all applicable federal, state and local laws, codes, regulations, and requirements in connection with this work and I will obtain any necessary governmental permits and approvals for the work
8. The contractor is: _____
9. If approved with-in (30) thirty days, the work would be start on or about: _____

Signature of Homeowner

Date

First Service Residential
16150 N. Arrowhead Fountain Center
SUITE 200
PEORIA, ARIZONA 85382
(480) 551-4300

VISTA DE OESTE II HOMEOWNERS ASSOCIATION

Request for Maintenance of Common Element

Address: _____

Home Phone: _____ Cell Phone: _____

Problem Location: _____

Problem Description: _____

(To be completed by Paradise Property Management)

Action Taken: _____

Please Mail Request to:

**First Service Residential
16150 N. Arrowhead Fountain Center
SUITE 200
PEORIA, ARIZONA 85382
(480) 551-4300**