

**RULES AND REGULATIONS
OF
CASITAS CHAPARRAL HOMEOWNERS ASSOCIATION
(Approved June 2012)**

1. GENERAL

- a) The Casitas Chaparral Homeowners Association Board of Directors ("Board of Directors") is responsible for the administration of the affairs of the Casitas Chaparral Homeowners Association ("Association"). The Board of Directors elects officers annually and conducts monthly meetings as noticed on the property or via USPS.
- b) The Board of Directors as authorized Red Mountain Management ("Manager") to perform certain duties for the Association. These duties include:
 - i. Collection of Monthly Homeowners Association Dues and all late fees generated in association with Homeowners Association Dues ("HOA Dues")
 - ii. Collection of annual insurance premiums from each Owner for the Association blanket insurance policy
 - iii. Collection of all special assessments, fees and fines
 - iv. Payment of bills to hired contractors
 - v. Preparation of monthly and annual accounting reports
 - vi. Enforcement of Covenants, Conditions and Restrictions (CC&R's) and the Bylaws of the Association
- c) Correspondence regarding the Association's business must be in writing and either emailed, faxed or mailed to Manager via one of the following methods:

Red Mountain Management, LLC
c/o: Dottie Stenman
PO Box 30730
Mesa, AZ 85275-0730
Email: DottieS@rmmaz.com
Fax: (480) 664-1603
- d) HOA Dues must be received by Manager no later than the 15th of each month, after which a late fee will be added to past due HOA Dues amount. Monthly HOA Dues cover the following expenses
 - i. Sanitation services
 - ii. Landscaping / watering / care and maintenance of plants
 - iii. Exterior building maintenance, including paint, roofing and maintenance
 - iv. Pool, spa, clubhouse and maintenance
 - v. Exterior common area lighting
- e) "Owner" shall mean any person or entity whom/which are the record owner of any Unit(s) within Casitas Chaparral.

2. ARCHITECTURAL CONTROL

- a) All exterior changes, redecorations, etc. of any kind on the buildings are subject to the prior written approval of the Board of Directors. Owner must first send a "Request for Approval" letter to the Board of Directors and receive approval by the Board. The letter can be found at the end of these rules.
- b) All repair and/or replacements for approved changes and modifications are the sole responsibility of the Unit owner.
- c) No awnings are permitted on buildings and no netting or misters systems are permitted on any patio beams or within the patio areas.
- d) A notice to correct will be required prior to notification of a fine assessment for this violation. The fine amount for this violation will be determined on a case-by-case basis.

3. CARPORTS / VEHICLES (RVs) / SALES

- a) Use of the carport shall be limited to the parking of licensed and operable motor vehicles registered by a state department of motor vehicles.
- b) No storage is permitted in the carport at any time, including, but not limited to, equipment, tools, supplies, boats, buses, trailers, mobile home, campers, commercial vehicles, barbecue grills and related accessories, and equipment are permitted within the carport area.
- c) The only item which shall be permitted to be stored in the carport shall be hose which is contained on or within a hose holder. Note that insurance liability does not permit hoses to be left across common walkways.
- d) Residents may not park or live in recreational vehicles on any street or carport within the complex except for loading and unloading. A maximum of 24 hours is allowed for outfitting or cleaning any RV or motor home on the grounds.
- e) No garage sales, product sales or any other business shall be conducted within the complex carports or the common areas.
- f) A notice to correct will be required prior to notification of a fine assessment for a violation of this Section of these Rules.

4. PATIOS

- a) As every Unit has its own storage area, patios are not to be used as storage areas. Only chairs, tables and other conventional patio furnishings are allowed to remain continuously on each patio.
- b) It is the Unit owner's responsibility to keep patios clear of debris and garbage including removal of dead trees, weeds and plants.
- c) No tree limbs or plant foliage are allowed to encroach on adjacent patios, common area property, or in such a manner as to cause damage to any building structure. In the event the Board of Directors or Manager notifies an owner to trim or remove encroaching tree limbs or plant foliage and an owner refuses to trim or remove encroaching tree limbs or plant foliage after a reasonable time, the Board of Directors may trim or remove the encroaching tree limbs or plant foliage charge the owner pursuant to Arizona State Statutes.
- d) No misters, netting or screens are allowed on the patio beams. All existing wood lattice in good repair and painted to match the color scheme of the complex may remain, however all lattice in disrepair must be removed and shall not be replaced. At any point after the passage of these rules that lattice becomes in a state of disrepair, it shall be removed and cannot be replaced.
- e) All modifications, including replacement, staining and painting must be approved by the Board of Directors prior to any work being performed. Owner must send a "Request for Approval" letter to the Board of Directors and receive approval by the Board. The letter can be found at the end of these rules.

5. SECOND FLOOR BALCONY DECKS

- a) Owners of Unit's with a second floor balcony deck are solely responsible for insuring, maintaining, and replacement of balcony decks. Owners with balcony decks must periodically check for structural damage and repair any damage immediately. Should Owner find any damage or potential damage to the building, Owner shall notify the Association or its Manager immediately.
- b) Owner(s) must provide insurance coverage for the balcony deck. Such coverage must name the Association as an additional insured party and be sufficient to indemnify the Association against any claim resulting from Owner or any invited or uninvited third party. Owner must provide the Association with proof of insurance coverage upon demand.
- c) Gas or propane barbecues are prohibited on second floor balconies by City of Scottsdale ordinance.

- d) Only chairs, tables and other conventional patio furnishings are allowed on balconies.
- e) Any Owner(s) desiring to erect a second floor balcony deck must submit plans for construction to the Board of Directors for approval. All second story balcony decks are to be constructed in a manner uniform to the nature of the complex and previously constructed second story balcony decks. Further, any and all permits for such second floor balcony decks must apply for and be issued in the name of the title deed holder.
- f) In the event the construction of a second floor balcony deck is completed in a manner that impedes the removal and/or replacement of structural beams maintained by the Association, Owner agrees to assume the cost of repair or replacement of the portion of the second floor balcony deck needing removal in order to replace a structural beam.

6. INTERIOR & WATER DAMAGE

- a) Interior Damage: The function of the Association shall be limited to the maintenance, repair, management and administration of the general common elements. Maintenance and repairs to the interior of the Unit are the Unit owner's responsibility.
- b) Water Damage:
 - i. Each Owner shall provide a key to the Owner's condominium(s) to a person designated as an emergency contact, who lives within five (5) miles of Casitas Chaparral and who will be available to provide immediate access in case of an emergency.
 - ii. Upon taking possession of a Unit, each Owner is required to carry adequate insurance that will cover damage not covered by the Association insurance policy(ies); including any deductible required under the insurance policy(ies) of Association.
 - iii. Owner shall be responsible for maintaining all hot and cold water shutoff valves to the Unit in an operable condition and good working order.
 - iv. If a Unit is vacant for a period of more than Seven (7) days, the Owner shall turn off the main hot and cold water shutoff valves to the Unit and shall be responsible for having his or her Unit inspected for leaks at least on a weekly basis to ensure that there are no water leaks or other damage occurring.
 - v. The Owner shall be responsible for the full amount of any damage that is
 - 1. Not the responsibility of the Association; and/or
 - 2. Not covered by the Association's insurance policy(ies), including the amount of the Association's deductible; and/or
 - 3. Expended by the Association for any emergency repair or cleanup costs performed to mitigate further damage. Any unpaid costs will be charged as an assessment to the Owner's Unit.

7. ANNUAL INSURANCE

- a) The Association blanket insurance policy premium for the common elements of the complex is billed to Owners each year in the month of November, following the renewal of the policy in the month of October.
- b) The cost of each Owner's portion of the blanket insurance policy is not included in the monthly HOA Dues.

8. SPEED LIMIT / PARKING

- a) The speed limit for all roads located on and leading into the complex is ten (10) miles per hour.
- b) Parking is permitted in the following areas only:
 - i. In the designated carports for each unit
 - ii. On the perimeter roads

- c) No parking is permitted by residents of Casitas Chaparral, their guests or any other persons on the interior roads or in front of the driveways leading into the individual carports. The intent of this rule is to leave the interior roads in the complex completely unencumbered by parked cars and free access to all fire hydrants.
- d) No parking is permitted in red fire curb areas at any time.
- e) In addition to the penalties for violating rules and regulations as set forth in Section 19 below, vehicles parked illegally or parked in such a way that constitutes a nuisance, fire or safety hazard will be towed at the owner's expense.

9. SWIMMING POOL

- a) Pool hours are from 6:00 am to 11:00 pm. No one is allowed in the pool between 11:00 pm and 6:00 am.
- b) The pool is for use by Owners, those persons renting within Casitas Chaparral and their guests only. No Unit Owner or tenant may give a pool key to a non-resident of Casitas Chaparral.
- c) Persons under the age of fourteen (14) are not permitted in the pool area at any time without adult supervision. Children in diapers are not allowed in the pool or spa at any time. Note the spa is for therapeutic use only and can be hazardous to small children.
- d) The gates leading into the pool area are to remain closed and locked at all times.
- e) No rafts are allowed at the pool.
- f) The pool ring and any other safety devices provided in the pool area are not to be used as toys.
- g) No glass or other breakable materials are permitted in the pool area.
- h) Pets are not allowed in the pool or pool area.
- i) No smoking is permitted in the pool area
- j) For any violation of section (i), (j) or (k) of this Section 6, the following penalties shall replace those set forth in Section 18 of these Rules:
 - i. First Violation: Immediate fine of Two Hundred Fifty Dollars and No Cents (\$250.00) to the Unit Owner's account and loss of Swimming Pool and Clubhouse use for a period of Two (2) weeks.
 - ii. Second Violation: Immediate fine of Five Hundred Dollars and No Cents (\$500.00) to the Unit Owner's account and loss of Swimming Pool and Clubhouse use for a period of One (1) year.
 - iii. The Unit owner is ultimately responsible for any violations relating to his or her Unit regardless of whether the violation is committed by the Unit owner or family members, tenants, guests or other invitees of the Unit owner.
 - iv. Fines are due when received and if waived on appeal will be reimbursed by the Association immediately. Failure to pay any fine(s) levied will result in court action for a money judgment including a request for the Unit owner to pay the costs of such action.
- k) The Board of Directors reserves the right from time to time to re-key the Swimming Pool area if it reasonably believes that such action is in the best interest of the Owners.

10. NOISE

- a) No noxious or offensive activity including, without limitation, the playing or use of loud and unreasonable TV, stereo, and other audio and entertainment equipment shall be permitted in any unit or common area, which may be or become an annoyance, nuisance or interfere with the quiet enjoyment of other owners and tenants of their residence.
- b) No vehicles including motorcycles may create loud or annoying sounds, which disturb the peace of any residents of the complex.

11. PETS

- a) Pets must be kept indoors, except when being walked or exercised. Pets may not be left unattended outside any Unit, including on patios and walkways.
- b) When being walked or exercised, pets are to be on leashes no longer than ten feet at all times and are only to be walked on the perimeter areas of the complex.
- c) Pets will not be allowed to create a nuisance.
- d) Pet owners are responsible for cleaning up the droppings of their pet. Please note that the City of Scottsdale has a leash & litter ordinance with a maximum fine of \$300.00.
- e) Pets must be compatible with our closed residential community. No animals of any kind may be raised, bred, kept, or maintained for any commercial purpose. No exotic or dangerous animals, livestock, poultry or farm animals of any kind are permitted on within the complex. Notwithstanding the foregoing, no animal or fowl may be kept within a Unit which in the good faith and judgment of the Board of Directors results in a nuisance or is dangerous to the residents of Casitas Chaparral.
- f) Pets are to be registered using the pet form sent to the management company upon move in. No doggie doors are allowed.

12. PLAY IN COMMON AREA

- a) Persons may ride their bicycles on the streets located within the complex but are not permitted to ride bicycles, skateboards or roller blade on the sidewalks, grass, within the fountain area or any other areas located within interior of the complex.
- b) Parents are responsible for the behaviour of their children and for any damages their children may cause.

13. USE OF CLUBHOUSE

- a) Unit owners, their legal representatives, or tenants lawfully in possession of the Unit under leases disclosed to the management company may reserve the clubhouse until 11:00 pm by providing a refundable security deposit fee of \$100.00 to the representative of the Board of Directors or the Manager and signing a Clubhouse Reservation form. The deposit fee, or unused portion thereof, will be returned provided there is no damage to the clubhouse or pool facilities and on the further condition that the Unit owner, representative or tenant thoroughly cleans the clubhouse and pool area and returns the keys given in connection with the reservation by noon of the following day.
- b) No children under the age of 18 are permitted to use the clubhouse unless supervised by their parent or guardian.
- c) No wet bathing suits or wet clothing allowed in the clubhouse at any time.

14. SIGNS / FLAGS

- a) In accordance with the Arizona revised code, "For Sale" or "For Rent" signs not exceeding the commercially reasonable size of Eighteen (18) by Twenty-Four (24) inches are allowed on or around the Unit, in any Unit window or door, or in a common area directly adjacent to the Unit. Owner must first send a "Request for Approval" letter to the Board of Directors and receive approval by the Board, which shall not be unreasonably withheld. The letter can be found at the end of these rules.
- b) "Open House" and "Auction" signs will be permitted in the complex, but must be removed on a daily basis and must be to "industry standards".
- c) In accordance with the Arizona revised code, One (1) political sign may be displayed no more than Forty Five (45) days prior to and Seven (7) days after the date of an election, and may not exceed Twenty-Four (24) inches by Twenty-Four (24) inches.

- d) The Unit owner assumes all liability for any damage done to the Unit or common areas by his or her real estate broker, the broker's agent, representatives and/or prospects in the erection or attachment of any sign.
- e) Reasonable and appropriate home security notification signs from commercial residential security companies are permitted.
- f) No "For Sale" signs within vehicles are allowed.
- g) Unit owners are entitled to display the following flags: 1. American Flag; 2. Any Armed Forces Flag; 3. Arizona State Flag; 4. Any Arizona Indian Nation Flag. In accordance with the Arizona revised code, prior to installing a Flag, Owner must first send a "Request for Approval" letter to the Board of Directors and receive approval by the Board. The letter can be found at the end of these rules.
 - i. The Board of Directors have final approval as to the placement, method of attachment of the flag holder and size of the flag. Generally, flags will be allowed to be displayed within the patio areas of each Unit or adjacent to the carport of each Unit.
 - ii. Mounting must only be on the stucco portion of a Unit, and if penetration of the exterior of the building is necessary, the penetration must be waterproofed and sealed in accordance to industry standards and building codes.
 - iii. Mounting brackets and poles must be neutral in color and appropriately secured.
 - iv. The unit owner is responsible for all costs associated with the installation, maintenance and removal of any flag, flag poles and/or mounting brackets and all resulting damages which such may cause. The Unit owner must restore the area to its original state upon any removal of such flag, flag poles and/or mounting brackets.
 - v. If a resale includes the transfer of the flag, flag poles and/or mounting brackets to the buyer, the new owner accepts the same responsibilities as the previous owner.

15. LAUNDRY

- a) No clothesline, hanging laundry or other laundry equipment is allowed on beams, patios or balconies.

16. BARBECUES

- a) Barbecuing is only permitted when it may be safely performed on ground level patios in open areas of the patios free from overhead obstructions and structures and Ten (10) feet away from any building.

17. KEYS

- a) On a resale it is the Unit seller's responsibility to provide the Unit buyer with keys to the Unit, storage areas and any other access devices.
- b) Neither the Association, Board or Directors, nor Manager are in possession of mailbox keys. If an Owner does not receive a key on the resale of a Unit from a seller, the Owner must have the mailbox re-keyed at Owner's expense.

18. PENALTIES FOR VIOLATING RULES AND REGULATIONS

- a) Rule Making Power, Penalty Assessments and Enforcement are found in Article XIII of Casitas Chaparral Council of Co-Owners By Laws. Homeowners may obtain a copy of the By Laws from the management company.
- b) Subject to all current applicable governmental statutes, rules and regulations, violations of any of the rules and regulations set forth above may result in the following penalties:

- i. **1st Violation** – a warning or maintenance request in the form of a written notice will be sent to the Unit owner. **EXCEPTION: No warning notice will be necessary for violation of rules regarding Maricopa County pool codes, carport sales and architectural violations.**
 - ii. **2nd Violation** – a written notice of a \$50.00 fine will be sent to the Unit owner.
 - iii. **3rd Violation** – a written notice of \$250.00 fine will be sent to the Unit owner.
 - iv. **4th Violation** – a written notice of \$500 fine will be sent to the Unit Owner.
 - v. **Continuing Violations** – Violation will be sent to the attorney for enforcement and owner will be responsible for all attorney fees.
- c) The Unit owner is ultimately responsible for any violations relating to his or her Unit regardless of whether the violation is committed by the Unit owner or family members, tenants, guests or other invitees of the Unit owner.
 - d) NOTE: Fine amounts for architectural violations will be determined on a case-by-case basis.
 - e) Fines are due when received and if waived on appeal will be reimbursed by the Association immediately.

**CASITAS CHAPARRAL HOMEOWNERS ASSOCIATION
REQUEST FOR APPROVAL**

Name: _____ Unit #: _____

Address: _____

Phone: _____

Email: _____

Approval request for _____ Sign _____ Flag _____ Other _____

Please state either the

1. Flag Type, Location & Method of Installation
2. Sign Type, Location & Method of Installation
3. If Other, please provide a detailed description of the request. Use additional pages if necessary. Please include the type of materials, color(s), dimensions and any other applicable information

Work to be preformed by: _____

The Owner hereby agrees to maintain the, flag, sign or improvement if approved by the Casitas Chaparral Home Owner's Association Board of Directors. If in the view of the Board of Directors, the improvement is not maintained, the Casitas Chaparral Home Owner's Association has the right to maintain or remove the flag, sign or improvement with Owner bearing all costs. Owner agrees to comply with all city, county and state laws and to obtain all necessary permits.

Signed: _____ Date: _____

The flag, sign, satellite dish, or improvement described above is:
_____ Approved _____ Disapproved _____ Approved subject to the following conditions:

Association Representative

Date