

**Chateau de Vie
Two Townhouses**

Guidelines, Rules & Regulations

CHATEAU DE VIE TWO TOWNHOUSE

GUIDELINES, RULES &
REGULATIONS

Effective: September 2020

This document replaces any
previous Rules and Regulations

A copy of this document is to remain in each townhouse at all
times with the owner or tenant and passed on to any buyer in
the future.

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SECTION 1: INTRODUCTION

These Guidelines, and rules and regulations (“Rules and Regulations”) have been developed, and adopted by the Board of Directors in an effort to achieve the best use and enjoyment of the community for all residents.

An agreed upon set of rules for behavior affecting neighbors is particularly needed in a closely spaced set of townhouses such as Chateau de Vie Two where we share the use of common facilities and ground. The actions of any one can easily affect many others.

This booklet provides guidelines and describes rules which are expected to help maintain a pleasant living environment for Chateau de Vie Two owners, residents and their guests.. These Rules & Regulations apply to all Owners, tenants and guests. As such, owners shall be responsible for providing their tenants with a copy of this document. Guidelines provide helpful information and advice to assist us in maintaining a safe and compatible living environment. Rules are specific and mandatory and carry possible penalties for violations. These have been adopted by the Board of Directors as authorized in Article VI, Section 2 of the Chateau de Vie Two Bylaws.

Chateau de Vie II will continue to be an enjoyable place to live if everyone abides by the rules.

SECTION 2: DEFINITIONS

- 2.1 The terms in these Guidelines, Rules and Regulations shall have the same meaning set forth in the CC&Rs. Some of these definitions are paraphrased below for easier understanding. Some definitions not contained in the CC&Rs are also included.
- 2.2 Association means CHATEAU DE VIE TWO TOWNHOUSE ASSOCIATION.
- 2.3 Common Areas means all property owned by the Association for the common use and enjoyment of the members of the Association. This includes driveways, carports, sidewalks, playground, clubhouse, swimming pool, parking lots, and open areas of grass and landscape.
- 2.4 Owner means the record owner, whether one or more persons or entities, of legal title of any lot (unit or townhouse) which is part of the Chateau de Vie II properties.
- 2.5 Resident means any person who is authorized to occupy, rent, or use, permanently or temporarily, a townhouse located within Chateau de Vie II.
- 2.6 Member means every person or entity who holds membership in the

Association.

2.7 **Temporary Basis** is defined as less than forty-eight hours and not more than four times in a thirty-day period.

2.8 **Storage** is defined as not being driven within a fourteen-day period.

SECTION 3: SECURITY AND EMERGENCIES

Residents of Chateau de Vie II have recognized their common need to assist each other in their mutual security by establishing and participating in a Community Watch program. If you see anything suspicious or persons committing an unlawful act on our property, call the police (911); they can be expected to be cooperative and responsive.

On occasion there may be a property emergency at Chateau de Vie II. An example is a waterline break. In such a situation it is important that any resident detecting such a situation immediately call our management company number (480) 759-4945 . Follow instructions for calling after normal business hours if necessary. This will help us to minimize costs and property damage.

SECTION 4: COMMON AREA USE

The Common areas were established for the enjoyment and benefit of all residents and their guests. The preservation of these common elements depends primarily on the cooperation of each Association member, and is only partially ensured through the official activities of the Association and its Board of Directors. The following rules have been found necessary to assist that purpose:

- 4.1 "For sale," "For Rent" or "For Lease" signs in the common areas must be placed in the space next to the building, not in the lawn.
- 4.2 No hanging objects are permitted in front of townhouses (bird feeders, flower container, etc.) except for approved flags or signs permitted by law.
- 4.3 Security lights must be on at all times (electricity cannot be shut off if unit is vacant).
- 4.4 Mail boxes cannot be moved without the approval of the Post Office.
- 4.5 Common areas cannot be used for household sales. Such sales are permissible in the owner's carport (or patio). Owners are required to notify the Association of any such activity.
- 4.6 Refuse collection is twice a week. Dumpsters serve as the only refuse collection container at Chateau de Vie Two. Residents are responsible for placing their refuse (garbage) in the dumpsters. Under no circumstances is a resident to place

refuse outside the dumpster. Residents cannot allow their personal contractors to use the dumpsters to dispose of construction debris, including but not limited to, flooring, lumber, doors, windows, electrical and plumbing items. Residents cannot dispose of oversized items at any time.

- 4.7 The preservation and maintenance of the foam roofs on all townhouses and sheds requires that the Board of Directors be notified and give approval prior to installation of any equipment or satellite dish/antennas or cables which interfere with the roof. The roofing contractor, will provide inspection and resealing for air conditioning unit change out or replacement, charging a fee, if necessary, to be paid by the owner. Only authorized personnel are permitted on the roofs.
- 4.8 Digging in any common areas, including shrub beds in front of units is prohibited. Residents are not allowed to install any items in the shrub beds.
- 4.9 No picnicking or partying on common area grounds is allowed.
- 4.10 No lounge chairs or other furniture on common area grounds in front of the units is allowed.
- 4.11 No baseball, soccer, football, rocket shooting, frisbee, kite flying, etc. is permitted on the common area is allowed.
- 4.12 No playing on the basketball court after 11:00 p.m. is allowed.
- 4.13 No writing on the walks, walls or basketball surface is allowed.
- 4.14 No vehicles may be backed up to front of units over sidewalk or lawn.
- 4.15 No structure of a temporary character (tent, trailer, and shack) shall be located or used on any common area at any time as a residence, either temporary or permanently.

SECTION 5: SWIMMING POOL USE

The safety and enjoyment of the residents of Chateau de Vie II are of primary concern in the operation of our pool. Normal swimming pool hours are 7:00 a.m. to 11:00 p.m. A pool key should come with your townhouse; keys are the responsibility of the owner or renter. Replacement keys may be purchased. All persons swim in or use the pool at their own risk; no lifeguard is present at the pool. Courtesy and consideration for others in your use of the pool and pool area are essential, and the following rules have been found necessary for the common good. Some of these rules are mandated by Maricopa County.

- 5.1 The pool is to be used only by the residents and their guests. All others are excluded.
- 5.2 Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections or cuts shall be excluded from the pool.
- 5.3 No glass, food, alcohol beverages, tobacco, e-cigarettes or vaping shall be permitted in the pool area or the walkways of the pool at any time. (4 feet).
- 5.4 No animals allowed in the pool at any time. Only service animals are permitted in the pool area.
- 5.5 Keep gate closed - do not prop open.
- 5.6 Shower and use the toilet before entering the pool.
- 5.7 If incontinent, wear tight fitting rubber or plastic pants or a swim diaper.
- 5.8 No children under age 14 years may use the pool without adult supervision.
- 5.9 Association reserves the right to deny use of pool to anyone or close pool at any time. The pool shall not be used during repair or maintenance.
- 5.10 No unreasonable loud noise permitted at any time. No pool toys allowed. Remove oils or lotions before entering pool.
- 5.11 Only persons dressed in swimming attire will be allowed in the pool. Under no circumstances will street clothes (including cutoffs) be permitted in the pool.
- 5.12 Pool furniture should be protected from oils/lotions by covering with a towel.

- 5.13 No bicycles, tricycles, skateboards, roller skates, etc. are allowed to be used in the pool area.
- 5.14 There shall be no running, undue splashing, rowdiness, spitting, or obscene language allowed in the pool area.
- 5.15 No one shall allow the volume of audio equipment to be a nuisance to any other user of the swimming pool or surrounding area.
- 5.16 No person is to climb the fence surrounding the pool area. The gate must be used.
- 5.17 Air mattresses can be used in the pool, but this should not prevent use of the pool by others.
- 5.18 Inner tubes, boats, foam containers and all toys are excluded from the pool.
- 5.19 There shall be no throwing of foreign material or debris into or about the pool.
- 5.20 Personal belongings left in the pool area will be kept no more than three (3) days.
- 5.21 The pool may not be reserved for private parties. However, a committee appointed by the Board of Directors may, with Board approval, have functions that may take up the swimming pool for a limited period of time.

SECTION 6: CLUBHOUSE USE

The clubhouse will be available for reservation by any adult resident of Chateau de Vie Two in a townhouse without an assessment delinquency. A reservation form available from either the Board member in charge of the clubhouse or the Management Company must be completed and accompanied by a nonrefundable \$50.00 usage fee and a \$300.00 refundable damage deposit. The deposit will be returned, if the clubhouse is in the same condition as when it was reserved. The person filling out the reservation will be responsible for the clubhouse and any damages caused by their guests. The maximum number of persons allowed in the clubhouse at one time has been established by the Fire Department of Scottsdale as 174 persons.

- 6.1 All reservations must be made in writing at least fourteen (14) days prior to the date of the reservation.
- 6.2 Activities may not exceed beyond 11:00 p.m.

- 6.3 No business or commercial activities may be held in the clubhouse (CC & R's Article XII, Section 4).
- 6.4 The clubhouse may not be reserved by any one party for ongoing regularly scheduled functions.
- 6.5 Meetings of the Board of Directors of Chateau de Vie Two have preference for clubhouse use.
- 6.6 Each resident using the clubhouse will be responsible for leaving the premises in a neat and orderly condition and to make sure all lights (except night lights) are turned off and the premises properly locked. The clubhouse must be cleaned before locking up and key returned to the Board member or Management Company by noon the following day.
- 6.7 Any resident(s) using the clubhouse is (are) liable for any damage or destruction of clubhouse property and the cost of repairs or replacements.
- 6.8 Tape leaves marks and should not be used to put up decorations on paneling in the clubhouse.
- 6.9 No person under sixteen (16) years of age is allowed in the Exercise Room or Sauna without parental supervision at any time.
- 6.10 No smoking is permitted at any time.

SECTION 7: CARPORTS AND PATIOS

Common areas belonging to the Association include the carports, storage buildings, fences and gates. Patios are part of individual lots to be maintained by each owner.

- 7.1 Removal of slats from gates or fences is unsightly and not permitted. Slats are available for replacement from the Board of Directors.
- 7.2 Substituting any other kind of gate is subject to prior approval by the Board as described in Section 10.

7.3 Gates must be closed at all times.

All trees and bushes in patios must be trimmed so they do not hit the roofs, units or common walls and provide at least a seven-foot (7') clearance over the walks. Plants, vines, shrubs, etc., are permitted to grow taller than fences but they must be kept well-groomed at all times. All plants and vines along fence lines must also be kept neatly trimmed. All landscaping in the patio areas must be routinely maintained. All dead debris must be removed.

7.4 No storage of any kind in carports is allowed.

7.5 All hoses must have a shutoff valve when used for washing cars, or cleaning carports. Mild soaps and detergents are allowed when cleaning vehicles or patios. No caustic substances including bleach or chlorine products may be used for cleaning patios, carports or vehicles. All animal waste, leaves and debris must be picked up and disposed of prior to washing patios and parking areas. The Association will permit a maximum of 2 patio/sidewalk washings per week. In addition, any asphalt that is damaged by frequent washing, will be repaired and the cost of repair may be charged back to the unit owner.

7.6 In order to prevent damage to carport and driveway surfaces, all residents are responsible for cleaning up oil and grease and preventing its spilling in their carports.

7.7 A flagpole may be erected inside the back gate of the townhouse. The height of the flagpole can be no greater than the distance between the point of placement of the pole in the yard and the closest point of either of the following: the sidewalk; any common area; or any neighbor's property line.

Flagpoles may be fastened to the front of the unit using a bracket. These poles can be no longer than 6' and no wider than 1" in diameter. A request to the ACC must be submitted prior to installation. The ACC must also approve the size of the flag to be displayed.

The display of the American Flag will be done so in accordance with the Federal Flag Code. The display of the following flags is permissible with the same guidelines as the American Flag: United States Army, Navy, Air Force, Marines or Coast Guard, POW/MIA, Arizona State Flag, the Gadsden flag and an Arizona Indian Nations Flag.

Any flag flown at Chateau de Vie II must only be displayed from sunrise to sunset unless appropriate lighting is installed that properly illuminates the flag without disturbing the quiet use and enjoyment of neighboring property. The Association must approve any lighting, in writing.

SECTION 7: CARPORTS AND PATIOS (continued)

A City of Scottsdale ordinance requires that repairing or restoring of vehicles must be conducted in a completely enclosed area. Such areas are not available at Chateau de Vie II, and therefore carports are for drivable vehicles only.

- 7.8 All vehicles must be operable.
- 7.9 No major overhauling of vehicles is permissible.
- 7.10 No oil changing or repair of vehicles in driveways or carports is permissible.
- 7.11 No spray painting in driveway, carport, against shed or common walls unless surface is property covered.
- 7.12 Bird feeders are allowed in patios only. No feeding of birds in common areas is permissible.
- 7.13 Barbecue grills (electric, charcoal, or propane gas) are permitted to be used only on patios when operated at a distance of at least three (3) feet from any vinyl covered wall and not under a vinyl covered soffit or overhand area.
- 7.14 Holiday decorations and lights are permitted from Thanksgiving through January 15 and are allowed to be placed on the balcony, patio railing, walls and doors. Any other temporary holiday decorations are permitted for federally recognized holidays so long as they are removed within two (2) days of the holiday.

SECTION 8: PARKING

The carport area immediately adjacent to each townhouse has been provided to handle the normal parking of vehicles by that unit's residents. It should not be used by others without permission. The parking lot in front of the clubhouse is primarily for clubhouse users attending a function in the clubhouse. If a resident has a special need to park in the clubhouse parking lot, that matter should be brought to the attention of the Board of Directors for approval and receipt of a special parking permit. Vehicles may be towed at the owner's expense and is at the sole discretion of the Board of Directors.

We are fortunate to have a Recreational Vehicle (RV) storage space. For a fee, a key to the padlock on the gate to that area may be obtained from the Board of Directors by any owner or tenant for storage of an RV, boat or trailer.

- 8.1 No boats, RV's or trailers are to be stored in the carport more than one (1) day.
- 8.2 The owner of the boat, RV or trailer must live on the premises.

- 8.3 No cars are to be stored in the RV area.
- 8.4 No parking is permitted in the fire lanes (identified by yellow or red color curb paint), by garbage containers or behind sheds.
- 8.5 Visitor parking limited to parking on a temporary basis only (see Temporary Basis defined).
- 8.6 Each lot is limited to two vehicles on property. Any additional vehicles must be parked off of Chateau de Vie II property.
- 8.7 Storage of vehicles is prohibited (see Storage defined).
- 8.8 All vehicles belonging to a lot must be registered with the Management Company.
- 8.9 All vehicles must have current registration.

SECTION 9: PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing that they are not kept, bred or maintained for any commercial purpose (CC&Rs, Article XII, Section 3).

- 9.1 Residents are responsible for the care and clean-up of their pets.
- 9.2 No tying of pets in common area is permissible.
- 9.3 A pet dog or pet cat must be on a leash controlled by owner at all times while in the common area.
- 9.4 No pets are allowed in the pool area. (See Section 5 above).
- 9.5 All residents are responsible for keeping their dogs from barking excessively or at passing cars and people. The City of Scottsdale has a barking dog ordinance which will be enforced.

SECTION 10: PROPERTY MAINTENANCE

The Association and individual owners each have responsibilities for maintenance of property in Chateau de Vie II as described in the declaration of Covenants, Conditions and Restrictions (CC & R's).

CC&Rs, Article VIII:

- 10.1 The Association shall maintain and otherwise manage all property up to the exterior building lines and patio enclosures, including, but not limited to, the landscaping, parking areas, streets and recreational facilities, roofs, common elements and exteriors of the buildings (except windows of townhouse units and exterior door and window fixtures and other hardware).
- 10.2 All maintenance and repair of the individual townhouse units shall be the sole obligation and expense of the individual unit's owners...
- 10.3 In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

SECTION 10: PROPERTY MAINTENANCE (continued)

CC&Rs, Article IX:

10.4 Each owner shall be responsible for the upkeep and maintenance of the interior of his/her townhouse and . . . individual patios...

CC&Rs, Article VII:

10.5 No exterior addition or alterations of any building nor changes in fences, hedges, wall and other structures shall be commenced without the approval of the Board of Directors. This approval is obtained by a homeowner submitting a written request and drawing describing the proposed change to the Board of Directors. The Board may refer a request to an Architectural Control committee for its investigation and recommendations. The request will be scheduled for action by the Board at its next regular meeting, or within 30 days (whichever comes first). A letter will be sent to the requester advising of Board approval or denial.

The following guidelines are provided to assist homeowners in identifying alterations requiring prior approval by the Board of Directors:

1. **LIGHTS** - *An Architectural Request shall be made to the Board of Directors prior to replacing the light fixtures mounted on the front exterior wall of townhouses.* Light fixtures within patio area may be replaced by homeowners without Board approval. Security lights mounted on sheds will be maintained by the Association.
2. **HOUSE NUMBERS** - The metal house numbers attached to property originally are the only numbers which may be displayed on the front or back of the unit or shed.
3. **FRONT DOORS** - The main door shall be a solid door (without windows) as installed at the time the original construction or as similar as possible. A screen or security door may be installed; these must be painted in black, or the same color as authorized for the exterior wood trim or walls.
4. **FRONT STEPS** - The Association is responsible for the structural maintenance of the concrete front steps. Homeowners may request Board approval to apply a tile cover to the steps on their unit and assume responsibility for its proper maintenance.

SECTION 10: PROPERTY MAINTENANCE (continued)

5. **CABLE OR OTHER WIRE CONNECTIONS** - Cable and other wire connections may be made through the front of the unit at or near ground level. They should pass immediately into the unit and not be strung up the outside of the unit. All other installations will require prior approval by the Board by submitting an Architectural Application.
6. **DOWNSPOUTS AND GUTTERS** - Homeowners may wish to install downspouts or gutters in patio area on back sides of units. Owners must obtain the written approval of the Board prior to these exterior modifications.
7. **PATIO COVERS**-Additions or structures which are intended to extend any part of the original patio overhang or cover any part of the patio must first be approved, in writing, by the Board.
8. **GATES** - These have been provided for all unit patio areas in the original construction. If a homeowner wishes to substitute and assume maintenance responsibility for any other type of gate, prior written approval by the Board is required.
9. **SKYLIGHTS** - Homeowners must contract with a licensed contractor for skylight installation on the roof providing prior notification and receipt of written approval by the Board.
10. **CARPORTS** - The Association is responsible for the maintenance of the carport structure. No modifications of the original structure by homeowners or other residents are permitted.
11. **ANTENNAS**- Owners wishing to install antennas or satellite dishes greater than one meter in diameter must first receive the written approval of the Board. Television Broadcast antennas may not be attached to townhouse roofs but by cinder block installation only following notification to the Board and Direct Broadcast Satellite (DBS) and Multi-Point Distribution Service (MDS) antennas less than one meter in diameter may be installed within patio areas in accordance with the following conditions:
 - a. The antenna must comply with all applicable laws, regulations and codes.
 - b. No antenna may encroach upon the common elements or property of another owner.
 - c. Installation must not damage the common elements or impair the integrity of the building. No installation shall penetrate the roof in any way. Antennas must be affixed to cinder blocks. If penetration of the exterior of the building is necessary; the penetration shall be properly water-proofed and sealed in accordance with applicable industry standards and building codes.
 - d. Wires and cables must match the structure and must be secured at siding edges and roof lines. Loose wires may not run across roofs or on walls.
 - e. Antennas should not be visible from the front of the townhouse.
 - f. The owner is responsible for all costs associated with the installation and

maintenance of an antenna and any damage caused by or connected with the antenna.

- g. If the antenna is removed, the owner must restore the installation location to its original condition.
- h. If exterior maintenance of the unit requires temporary removal of antenna, the Association shall provide 10 days' notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward.
- i. A notification form (CDV-II Notice of Intent to Install Antenna) (attached) must be completed and submitted to the Board prior to installation of an antenna.

12. **VINYL SIDING** - To maintain the quality, integrity and appearance of the vinyl siding and vinyl clad aluminum installed on the exterior of our townhouses, the following requirements are provided to all homeowners and residents:

- Never put any nails into the vinyl siding, fascia or soffits.
- Screws may be used to attach items to vinyl siding or fascia inside the patio by drilling a hole at a location with wood backing. There must be clearance in the hole around the screw to allow for contraction and expansion of the vinyl siding.
- There should be no fastening of anything to the horizontal soffit areas.

10.6 A system for service request by homeowners has been implemented. Owners must call the Management Company to report any maintenance issues. The Association, acting through its managing agent will determine the level of maintenance, if any, to be provided by the Association.

10.7 Report any roof leaks immediately to the Management Company. Unoccupied units should be checked after rains.

SECTION 11: TOWNHOUSE OCCUPANCY

11.1 The use and occupancy of townhouses is governed by provisions of the CC&Rs, Article II:

An owner of a townhouse shall automatically, upon becoming the owner of a townhouse, be a member of the Association. Ownership of a lot shall be the sole qualification and criteria for membership.

-Bylaws, ARTICLE IV:

Section 1. Use and Enjoyment: Each member shall be entitled to the use and enjoyment of the common area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are

subject to suspension to the same extent as those of the members.

CC&Rs, Article XII, Section 4:

. . . nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any townhouse or any resident thereof.

. . . no business activities which significantly increase vehicle traffic or person visits to the premises shall be conducted in any building or in any portion of the premises.

- 11.2 An Owner-Tenant Registration Form has been provided to all owners by the Board of Directors to assist the notification requirements for tenants in the Bylaws, Article IV, Section 1. Effective February 2018, this form (attached) must be completed and mailed/delivered to Chateau de Vie II management prior to tenant occupancy.

SECTION 12: ENFORCEMENT OF RULES AND REGULATIONS & FINE SCHEDULE: [Board, the Fine Schedule is new due to statutes and recent case law]

- 12.1 Suspension of Privileges. No owner (member) or tenant or guest of an owner (member) or tenant shall have the right to use the clubhouse or shall be permitted in the pool area if any delinquency exists in regard to any assessment or monetary penalty pursuant to the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, or these Rules and Regulations.

- 12.2 Violations/Monetary Penalties: to \$100.00 depending on the nature of the violation.

The Association's "Governing Documents" (i.e. the Declaration of Covenants, Conditions and Restrictions; Articles of Incorporation; Bylaws; Rules and Regulations) and state laws authorize the Association, by and through its Board of Directors, to enforce its Governing Documents. Accordingly, this Enforcement/Fine Policy is adopted by the Board in furtherance of its duty to exercise its discretionary powers, including enforcement.

Duties to Remain Fair and Impartial: The Board shall, at all times in enforcing the provisions of the Governing Documents, remain fair and impartial, and treat all Owners in the same manner as any other Owners.

Reporting Violations to the Association:

(1) Owners or residents within the community may report alleged violations only if they personally observed the alleged violation.

(2) Alleged violations are to be reported in writing to the Association's Manager, or if no Manager, then to the Board of Directors.

(3) The complaint must be detailed, and provide the provisions of the Governing Documents claimed to be violated, the time, date, and place of the violation, and any witnesses to the violation.

(4) The Board or its authorized agent(s) should review the written complaint and supporting documents, if any.

(5) If the Board or its authorized agent(s) determines that the complaint is valid, and sets forth a valid violation of provisions of the Governing Documents, then the Board shall send a notice to the Owner.

(6) Notwithstanding reports from Owners, the Association may also conduct its own inspections and send notices of violations to Owners.

First Notice of Violation: The Notice of Violation shall be sent to the Owner, even if it is the Owner's tenants, guests, or invitees that are responsible for the violations of the Governing Documents. The Notice shall be sent to the address registered with the Association, and if none, to the property address of the Association for that Owner. The Notice should be delivered by first class mail. The Notice should state the details of the violation as outlined in the complaint and revealed by the Board's review and investigation, if applicable. The Notice should also provide the Owner an opportunity for a hearing before the Board to refute the complaint. An Owner has a duty to respond in writing within twenty-one (21) days to request a hearing. If the Owner does not respond timely or in writing, then the Owner is deemed to have admitted the facts set forth in the Notice, and the Board may enforce the provisions in accordance with this Resolution.

Fine Schedule for Violations: The Board adopts the following fine procedure and accompanying amounts:

First Notice of Violation: A letter will be sent to the Owner of the property outlining the violation. In the event that the Owner of the property is identified as an absentee Owner, a copy of the violation letter may also be sent to the tenant at the property address. The Owner will be given twenty-one (21) days to bring the violation into compliance, except for failures to maintain an Owner's Lot, in which case the Owner will be given thirty (30) days to correct the violation. The First Notice shall include a warning that if the violation is not cured within thirty (30) days that a fine of \$25 shall be assessed. This letter shall also state that the Owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.

Second Notice of Violation and Assessment of Initial Monetary Penalty: The Association will issue a second Notice if the Owner has not complied with the first Notice, or if the violation has returned or has been repeated. The second Notice will inform the Owner that the

Initial Monetary Penalty, in the amount of \$25.00, has been imposed. This letter shall also tell the Owner that if the violation is not cured within thirty (30) days that a fine of \$50.00 will be assessed. The Owner will also be responsible for any certified letter processing fees.

Third Notice of Violation and Assessment of Additional Monetary Penalty: The Association will assess an Additional Monetary Penalty, in the amount of \$50.00, if the Owner has not corrected or removed the violation as stated in the time frames in the first and second Notice, or if the violation has returned or has been repeated. The Owner will also be responsible for any certified letter processing fees. This letter shall also provide that if the violation is not cured within thirty (30) days, that all subsequent fines shall be \$100 upon each subsequent inspection where it is found that the violation is still not cured.

Additional Monetary Penalties: After the imposition of the Initial Monetary Penalty and the Additional Monetary Penalty, another penalty, in the amount of \$100.00 (the Maximum Additional Monetary Penalty), may be imposed upon subsequent inspection, if the Owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices. The Owner will also be responsible for any certified letter processing fees.

Should a period of time of at least 12 months lapse between violation letters of the same offense, the next letter will be a First Notice again.

Additional Remedies. The Association has the right, without proceeding through the steps outlined in the fine schedule above, to exercise its legal remedies against an Owner who is in violation of provisions in the Governing Documents, or to exercise self-help, if applicable. Nothing in this Resolution prohibits the Association from seeking immediate redress, filing an action for any reason authorized by law, while also seeking injunctive relief for violations that are continuing or that affect the health, safety or welfare of the Community. Subject to the Governing Documents, the Association shall be entitled to its attorney fees and costs to compel compliance, regardless of whether a lawsuit is filed.

Hearings Before the Association: If the Owner timely requested a hearing before the Board in writing, the following should govern the hearing before the Board:

(1) Alleged violators are entitled to notice and opportunity for a hearing on the merits before a fine is imposed upon them by the Board.

(2) Notice of violations setting a fine may set forth a date and time for the hearing or allow for the scheduling of a hearing.

(3) The hearing will be before the Board, with any “interested” board member disqualified to be a part of the hearing panel.

(4) At the hearing, the alleged Owner or the Owner's designated representative and the Complainant may make an opening statement, present evidence and testimony, present witnesses and make a closing statement.

(5) Additional evidence and testimony may be presented by an officer, Board Member or the Association's Manager, if any, and/or any person involved in the performance of the investigation of the alleged violation.

(6) Neither the Complainant nor the alleged violator is required to be in attendance at the hearing.

(7) The presiding officer may also impose other rules of conduct as may be appropriate under the circumstances.

(8) Unless otherwise requested by the Owner, the hearing may be open or closed to attendance by all Owners.

(9) The hearing must be fair and impartial to the Owner accused of the violation, as outlined above.

(10) The Board may render its decision in writing within 30 days, or a longer period as the Board may set.

(11) In its decision, the Board may, at its sole discretion, impose the fine, waive all or a portion of the fine, or condition waiver or partial waiver of the fine.

(12) Failure to strictly follow the hearing procedures is not grounds for appeal of the Board's decision, absent a showing of denial of due process.

Non-Waiver: The failure of the Association to enforce its Governing Documents does not constitute a waiver of the right to enforce the Governing Documents in the future.

CERTIFICATION

I, _____, am the President of the Association and affirm that on the _____ day of _____, 2018, the Association's Board of Directors met in a duly noticed open meeting and adopted the above Guidelines, Rules and Regulations, and Fine Policy.

By: _____
Its: President

CHATEAU de VIE TWO TOWNHOUSE ASSOCIATION

**REQUEST TO INSTALL ANTENNA GREATER THAN ONE METER IN
DIAMETER FORM**

LOT# _____ DATE: _____

HOMEOWNER(s): _____

ADDRESS:

TELEPHONE: (day) _____ (evening) _____

TYPE of ANTENNA: _____

Direct Broadcast Satellite 18-inch Other Size _____

Television Broadcast

Multi-point Distribution Service Size _____

COMPANY PERFORMING INSTALLATION: _____

LOCATION and METHOD of INSTALLATION:

DATE of INSTALLATION: _____

Signature of Owner

Date _____

TENANT REGISTRATION FORM

As provided in Article IV - Section 1 of the Bylaws of Chateau de Vie II Townhouses Association, owners are required to notify the Secretary of the Association, in writing, of tenants who will reside in their townhouse. In addition to providing the completed form, Owners must pay a \$25 registration fee for each new tenancy. Owners failing to submit this form and fee shall incur a mandatory fine of \$15.00. The following information is required:

TOWNHOUSE ADDRESS: _____ LOT NO.: _____

OWNER NAME: _____ PHONE NO.: _____
ADDRESS: _____

ADULT TENANT(S) NAME(S): _____ PHONE NO.: _____

_____: Tele No: _____

NUMBER OF PETS: _____ DESCRIPTION: _____

NUMBER OF VEHICLES: _____ PLATE NO.: _____ COLOR: _____
PLATE NO.: _____ COLOR: _____

MAKE(S) I MODEL(S): _____

MOVE IN DATE: _____ LENGTH OF LEASE: _____

We (I) certify that the tenant(s) have received a copy of the Rules & Regulations of Chateau de Vie II and understand their obligation to abide by them.

OWNER/ AGENT:

Signature

Printed/Typed Name

Address

Dated: _____

TENANT(S):

Signature

Signature

Signature

Return this form to: Chateau de Vie II Vision Community Management
16625 S Desert Foothills Pkwy
Phoenix, AZ 85048
Phone: (480) 759-4945
Fax: (480) 759-8683
www.wearevision.com

CHATEAU DE VIE II TOWNHOUSE ASSOCIATION
RV STORAGE AGREEMENT

DATE: _____

RESIDENT'S NAME: _____

ADDRESS: _____ LOT#: _____

VEHICLE: YEAR _____ MAKE _____
MODEL# _____

COLOR: _____ LICENSE _____
PLATE# _____

DESCRIPTION: _____

In consideration for the privilege of parking my RV, boat or travel trailer in the designated area of the Association's property, I agree:

- To obey all rules and regulations of the Association pertaining to the RV Parking Facility and its use.
- To keep in force and effect the insurance policy set forth above.
- To hold harmless the Association and its members, both jointly and severally, for any and all injury, damage, or harm that may occur either to the RV, its owner, the driver, or any guests, family members, or visitors of the RV's owner, driver and management company;
- To fully indemnify the Association for any loss suffered by it due to the action of the RV's owner, driver, guests or visitors, regardless of whether such loss is occasioned by the person's negligence or intentional conduct.
- To pay for any and all damage to the premises or other RV's, boats or travel trailers or other personal or real property injured or destroyed by the owner's, his visitor's or his guest's negligence or intentional acts.

Said terms and conditions of this agreement are binding on the undersigned.

Signature of Resident

**CHATEAU DE VIE TWO TOWNHOUSE ASSOCIATION
CLUBHOUSE RESERVATION REQUEST FORM**

Clubhouse Hours

Monday through Friday 6:00 A.M. 11:00 P.M.

Saturday [6:00 A.M. to 11:00 P.M.]

Sunday [6:00 A.M. to 11:00 P.M.]

1. The Clubhouse may be reserved by members for special occasions. A \$300.00 refundable security deposit is required at the time the member reserves the Clubhouse. The refundable deposit must be issued by check or by credit card and reservations must be procured at least fourteen (14) days in advance of the scheduled activity.
2. Reservations shall be made through the community management company. Vision Community Management:

16625 S Desert Foothills Pkwy
Phoenix, AZ 85048
Phone: (480) 759-4945
Fax: (480) 759-8683
www.wearevision.com

3. Prior to and after every event, the Management Company will conduct an inspection of the premises. Keys may be picked up 24 hours prior to the reservation, no sooner. If another event is scheduled within that time, the key must be picked up the day of the event. Keys must be returned with 24 hours of the event.
4. All participants must leave the premises by the designated time and all clean up must be completed before leaving (including the cleanup and removal of all trash and personal belongings). Failure to clean up will result in forfeiture of part or all of security deposit.
5. Use of sound equipment shall be kept at reasonable levels as to not disturb community residents.

I understand that that the Association does not supervise the operation of the activities at the Clubhouse, and that the use of the Clubhouse by myself and/or other family members, and guests may involve the risk of injury, disability, or death, and I willfully and voluntarily assume those risks.

I have read the above terms and agree to abide by all its conditions.

TODAY'S DATE: _____ DATE OF EVENT: _____

NAME: _____, UNIT # _____

CONTACT INFO: (Cell) _____

EMAIL: _____

Signature: _____

Date: _____

-----Below to be completed by HOA-----

HOA Approval Signature _____

Date

\$300.00_Security Deposit: Date Paid _____

Check # _____