

# **CASA REQUENA II RULES and REGULATIONS Revised 2022**

PLEASE KEEP THESE RULES AND REGULATIONS OF CASA REQUENA II IN A CONVENIENT PLACE FOR EASY REFERENCE.

ALL QUESTIONS SHOULD BE DIRECTED TO:

VISION COMMUNITY MANAGEMENT COMPANY  
480-759-4945 [casarequena@wearevision.com](mailto:casarequena@wearevision.com)

## **INTRODUCTION**

These Rules and Regulations have been established by the Casa Requena II Homeowners Association. They are guidelines for good community relations and are intended to maintain the integrity of the complex.

Living in a condominium can be a rewarding experience, both enjoyable and profitable. With this in mind, these Rules and Regulations have been compiled by the Association for the purpose of protecting property values and making this a more pleasant place to live. Residents' cooperation is essential; however, there is not a rule for every situation. As a result, owners, renters and visitors must always be considerate to all. Respect for all would be appreciated.

Homeowners have been provided with copies of all regulation documents: Covenants, Conditions and Restrictions (CC&R's), Bylaws, and Rules and Regulations. They have also been provided with the forms necessary to properly carry out the business of the HOA. All residents are strongly urged to read all documents and forms since they set forth completely, and in detail, the rights, duties, and obligations of all residents and carry penalties if not followed. The following Rules and Regulations more clearly define portions of the CC&R's and Bylaws and each member of the association will be held responsible for adherence to them.

## **ADVERTISING**

No resident of the project shall post any advertisements or posters of any kind in or on the project, except as authorized by the Association; except a sign in dimensions allowed by local or state law, advertising the unit for sale.

## **CHANGES ALLOWED**

The following is a list of changes that will be permitted by the Board of Directors without prior approval of the Board. These should reflect good taste and planning and are still subject to the approval of the Board if they distract from the general appearance of the community.

- Holiday lights and seasonal decorations may be placed on the exterior doors and windows of a unit, provided they do not damage or destroy the existing trim or windows of a unit. These decorations must be removed within four (4) weeks of putting them up.
- Proper window dressing is allowed, but NO items such as foil, tint or newspaper are permitted on windows.

## **CHANGES – EXTERIOR**

No planting or gardening will be done in the common areas by the residents. No fences, hedges or walls will be erected or maintained except as installed with the initial construction or approved by the Board of Directors. All exterior colors (stucco, doors, fences, rails and trim) shall remain the same as the original unless approved by the Board of Directors.

No owner or resident may construct or install any modifications (including porch lights), alteration, or additions to any walls, doors, fences or any other part or portion of the common areas or to private areas that may be viewed from the common areas of the project except as approved in writing by the Association. An Application for Design Review form is provided for that purpose and can be found on the management's website. As with other forms, they can also be obtained from the management company.

Battery operated wireless door bells are authorized, but may not exceed 2 inches by 4 inches in dimension.

Wiring for electrical purposes of any kind may not be installed on the exterior of any building for any reason at any time, unless previously approved in writing by the Association. An architectural form must be completed and sent to the management company for Board approval.

## **CHANGES – INTERIOR**

Patio walls should be kept bare and uncluttered. Planters or other distracting objects are not permitted for various reasons: accidental falling and unsightliness. The overall condo décor is to be kept uniform. Any objects that could be dislodged by earthquake, wind or accidental human or animal contact may not be located on the top of the parapet. Bird feeders, hanging plants, and other decorations suspended from patio or balcony ceilings must be placed back sufficiently within the enclosure that damage to other units from drainage, spillage or dislocation will be avoided. Live or artificial plants and shrubs should be placed so as to cause neither damage nor discolorations of the patio or balcony walls or ceilings.

Towels, blankets, clothing or other materials are not permitted to hang over the edge of the balcony or patio parapet. No clotheslines may be used within the patio or balcony nor may lines be extended from any point on or on the balcony or patio to a tree or other exterior point.

When patios and balconies are used to store items such as bicycles, other vehicles, exercise and other sports equipment, drying racks, crates, barrels, boxes, etc. no part of such materials may extend above a line parallel to the top of the patio or balcony parapet.

No balconies or patios may be painted any color other than that of the building exterior. If the exterior of the building is repainted, the contract for such repainting will provide for the repainting of all balcony or patio walls in the exterior color at Association expense. Any owner delaying access to balconies or patios for this purpose must, at his/her own expense, repaint the balcony or patio in the same color as the building exterior. Failure of

an owner to repaint after denying access or causing any delay will result in entry and enforcement at owner expense.

Barbecues or cooking of any type is prohibited on balconies or patios.

## **CLUBHOUSE**

Any owner who is current on association fees and violations may have use of the clubhouse for day/evening use with advanced reservations through the Management Company. You will pay a \$100 damage deposit upon picking up keys to the clubhouse. A short contract must also be signed upon receipt of keys. If left clean and undamaged, you can get up to \$90.00 back, after inspection.

## **COMMON AREAS**

Common areas are groomed by contracted personnel on the property, normally on a weekly basis and are the only ones authorized to perform landscape maintenance duties without Board approval.

Residents are asked to assist in keeping the areas trash free between times. Balconies, patios, and front entryways must be maintained in a neat and clean manner. Residents are asked to assist in keeping the areas trash free at all times.

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

### **Bicycles and other vehicles:**

Motorcycles, motor scooters, minibikes, mopeds, roller skates, scooters, inline skates, bicycles, tricycles, skateboards and the like are not allowed to be stored or ridden in the common area or walkways. No storage of any type is allowed on any of the walkways or any of the common areas including underneath any parking area(s). Please do not attach or chain anything to any of the railings or common areas.

### **Rooftops:**

No one shall be permitted on the roof of any building except as authorized by the Board for emergency or maintenance purposes. In any case, owners and residents do so at their own risk.

## **COMPLAINTS**

Any homeowner or resident who needs to file a complaint must do so in writing, using the forms provided on the management company website. All correspondence should be directed to the management company who will investigate the complaint with the Board and will follow through with a letter to the homeowner in question. If a situation arises that would require immediate attention, the management company should be contacted by phone. The contact information is provided on the first page of this document.

Please refer to the addendum titled Violation and Enforcement Policy for details on violations. This reference incorporates the policy and makes it part of the official Rules and Regulations document.

## **DAMAGE CLAIMS**

Damage to the interior of units is normally the owners' responsibility. If damage is determined to be an Association responsibility and has been repaired at the owner's cost, a claim for reimbursement may be filed with the management company. To be recognized, claims must be accompanied by documentary evidence (paid invoices, detailed explanations, etc.) and submitted in a timely manner. Owners who wait over a year to make a claim may not be considered timely and may be denied reimbursement. Every owner is required to read the Water Intrusion Prevention Resolution document and complete the Water Damage Resolution Inspection Form. This information will be kept on file with the management company. Failure to provide this information may result in an owner being liable for all damages to their unit and any other unit involved in the damage.

## EDUCATION AND ELECTION OF BOARD MEMBERS

In order for Board members to be effective in their administration of the HOA, they must be qualified to run for the board, in compliance with all Rules & Regulations and be familiar with the documents that have been adopted. Board members shall also be current in their HOA dues, along with any violation fees and special assessment amounts. Therefore, all Board members are required to attend an annual orientation in which they review the governing documents and contracts of the HOA. These are educational gatherings for Board members only; therefore do not fall within the meeting requirements of the HOA and no decisions are made in the sessions.

- When new Board members are elected, all seasoned Board members will conduct an orientation for the new members.
- In years when documents have been amended, the Documents Committee member(s) will meet with the Board members to review the changes.
- Additionally, Board members will conduct an annual review of the contracts in effect with the management company, which is charged with retention of the contracts and documents and with their administration under the guidance of the Board.

## FENCES

Fences are common property and, therefore, all owners are required to prevent damage by children, dogs, trees, shrubs, etc. Gates should be kept closed at all times. Repair costs for damages will be billed to the owner.

## HEALTH AND SAFETY

Owners are strongly advised to inspect and monitor their units monthly, either in person or by arrangement with the management company or another person. Pests, water, sewage and other threats to the unit, must be monitored and issues found must be addressed immediately. If an owner leaves the unit vacant for more than seven (7) days the water should be shut off to the residence. The Board reserves the right to take care of problems as necessary, normally with cooperation of the owner. In some cases, this may not be possible and there may be no time to contact the owner in advance of taking needed action. For the purpose of performance, the maintenance authorized by this article or for any other reasonable purpose related to the performance by the board of its responsibilities under this Declaration, this Association (and its agents and employees) shall have an easement over and onto all portions of the common area, and shall also have the right, after reasonable notice to the owner, and/or renter and at reasonable hours, to enter any unit. See the Bylaws for information on accessing units in the absence of the owner.

## LEASING AND RENTING

Any lease or rental agreement between a unit owner and a tenant shall provide that the terms of the lease shall be subject to all HOA documents governing the Association (Covenants, Conditions and Restrictions; Bylaws; Rules and Regulations). All leases or rental agreements shall be in writing. Entire units may be leased and no owner shall be permitted to lease his/her unit for transient or hotel purposes. This includes short stays rented through any company.

Landlord/owners are responsible to see that occupants receive a copy of the CC&R's, Bylaws and the Rules and Regulations. Individual property owners will be held financially responsible for misuse or damage of property by themselves, visitors and/or renters. **The minimum lease/rental period is ninety (90) days.**

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

When leasing or renting a unit, owners must complete the RENTAL REGISTRATION FORM and provide this form with the required money to the management company prior to move in. Failure to comply within 15 days of a new tenant or renewal of lease is subject to a fine and/or penalty. Renewals of leases are not assessed any additional monies. Renters/Lessees are described as anyone exchanging money for the purpose of leasing/renting the unit.

## NUISANCE

No unit shall be used in any manner that obstructs or interferes with the enjoyment of other units, or is a nuisance to other units or residents. No illegal or offensive activities shall be carried on in any unit or on any part of the property, nor shall anything be done thereon which may in anyway interfere with the quiet enjoyment of each of the owners of his respective unit. These nuisances include but are not limited to; Offensive Smells, Loud Music or Television, Slamming of Doors which includes your front door as well as the doors inside. This noise travels throughout the buildings, especially to the upstairs, downstairs neighbor.

## PETS

Pets are allowed, however no breeding of such animals is allowed and they may not be kept for any commercial purposes. Animal owners may not let their pets or service animals roam free, regardless of the time of day or location upon the property. Any and all pets are required to be on a leash at all times per the City of Scottsdale ordinance. Cats are not allowed to roam free and must be contained in the owners/renters unit. No pets of any kind are allowed to run around the common areas without being harnessed in some fashion by the resident and/or guests. **No unit owner/renter shall permit animal feces, urine or other animal waste to be deposited upon or to remain upon any part of the complex property.**

**Only one dog less than fifteen (15) pounds is allowed per unit. Please advise your tenants of this rule.** Dogs that annoy by barking or tearing up common property will not be allowed in the complex.

Damage to the exterior or common areas of the complex due to the pet/service animal will be repaired and charged to the unit owner.

Occupants with service and comfort animals are required to provide documentation to the management company, who will keep it confidential from the HOA residents, in order for them to properly handle inquiries and properly answer any official complaints.

All animals residing in Maricopa County for more than thirty (30) days must be registered with the county and show proof of rabies vaccination. **THIS IS THE LAW.**

Animals are NOT allowed in the pool/spa area at any time. If any animal gets into the pool/spa the owner of that animal will be responsible for paying to drain and clean the pool/spa.

## PLAY

There will be no playing in the streets or parking areas of Casa Requena. The common area is for the use of all residents and restricted to such personal equipment that will not constitute a hazard or inconvenience to others. Specifically, baseball, cycling, basketball, football, soccer, archery, or similar sports are not allowed at any time in the common area. These activities should be pursued at the local parks or other venues provided for those purposes.

Children are expected to have proper supervision by their parents/guardians. The sidewalks, landings, walkways, elevator and parking lots are not recreational areas or a playground and should not be used as such. Children under 12 are not permitted in the pool area without adult supervision.

## POOL AND RECREATION AREAS

All persons visit the pool/spa at their own risk. Owners and management are not responsible for accidents or injuries. Pool furniture is to be used only as intended. Persons fund abusing the furniture will be expected to pay the actual costs of repair and replacement. Do not leave pool toys and inflatables lying around the pool area overnight. You are responsible for returning these to your unit.

- No Food/Drinks Permitted within 4 feet of the pool/spa per Maricopa County.
- No animals are allowed in the pool/spa at any time. County Ordinance decrees this restriction and it is backed by Association Policy.

- No glass items or breakable containers allowed in pool/spa areas.
- Absolutely NO SMOKING at any time.
- No person allowed to swim under the Age of 12 years without a Legal Guardian or Approved Designee.
- Radios and other noise emitters shall be limited and kept at a low volume
- Any individual bringing food into the pool/spa areas will be held responsible for complete cleanup. No food, foreign matter or debris is to be thrown into or about the pool/spa.
- Proper swimming attire must be worn when in the pool/spa. Cut-offs, t-shirts, diapers on infants, or street attire of any kind are in violation of the Public Health Code and are not allowed in the pool/spa
- If incontinent, wear tight fitting rubber or plastic pants or a swim diaper
- Residents are to be held responsible for their guest's actions. Residents MUST accompany their guests. Your visitors are welcome and consideration for all rules is expected.
- No Diving, Running or Unnecessary Loud Noise Permitted at any time. Please be courteous to the other pool/spa users and surrounding units as they can hear any loud activity.
- Persons feeling sick or if you have 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/spa.
- Keep gates closed and latched at all times - DO NOT PROP OPEN
- PLEASE OBSERVE ALL SAFETY RULES AND REGULATIONS
- Management Reserves the Right to Deny Use of pool/spa to anyone or Close pool/spa at any time.

### SECURITY CAMERAS

Security cameras have been installed in the common areas for the protection of all residents and HOA properties. They are reviewed only by the Board members and the management company on an as-needed basis.

### SECURITY DOORS AND WINDOWS

A security door must be installed at the owner's expense. All security doors must be black and made of wrought iron.

Window and door screens must be kept in good repair. Any screen doors or window screens that are damaged must be repaired and maintained.

Window coverings that can be seen from the common areas must be maintained and of good quality and properly installed. No broken blinds, blankets or other "non" window covering material can be used.

### STORAGE

No storage is permitted in any parking area. This includes but is not limited to bikes, scooters, skate boards, garbage cans, boxes, cleaning equipment, ladders, or miscellaneous parts of any kind which must be kept in the storage area above the unit-assigned parking space.

### TRASH DISPOSAL

A dumpster is located at the north side of the condominium for disposal of household refuse. Garbage should be contained in plastic or other suitable containers that have been securely tied. The dumpster lid should be kept closed after disposal of garbage.

Newspapers may be deposited in the recycling bin located between Casa Requena I and II, along with **broken down** cardboard boxes, plastics and the like. Glass may not be recycled in this container.

Large items such as mattresses, appliances, or furniture and building material are not allowed in or around the dumpsters. Owners and/or their renters must arrange for disposal or removal of such items through thrift shops, private haulers, or other means. As with other violations, financial penalties and the cost to remove the items will be levied for violation of garbage disposal and recycling rules.

## **VEHICLES**

Every unit has been assigned one (1) covered parking space. Residents **MUST** park in their designated area between the marked lines. If a resident should want to exchange spaces with another resident, the Board of Directors must be informed in writing. Residents with more than one vehicle must use the uncovered section of guest parking for the second car.

If residents have visitors and they park in another resident's assigned covered space, they will be subject to having their vehicle towed at their expense; this includes realtors, vendors, service people, etc.

There are spaces set aside for handicapped parking. Vehicles without the special license are prohibited from using these spaces. This is a constant problem. Handicapped parking means just what it says. The Handicap Parking spaces should always be available during the night, especially in case of an emergency, illness or any other type of emergency. Residents or their guests found parking illegally in these spaces will find their vehicles towed at their expense. Handicap spaces are designed for loading/unloading and should **NOT** be used as a permanent parking space. Please do not leave your vehicle in these spaces for more than thirty (30) minutes at a time.

No mechanical repairs or overhauls, including oil changes, will be allowed in any parking space. Car washing is also prohibited. Owners will be assessed for any clean up or repairs resulting from a violation of this rule.

Vehicles that are left in visitor spaces and that are not moved within a 72 hour period will be considered "inoperable" and will be subject to towing away and impoundment.

Vehicles with expired tags whether in a covered parking spot or in the visitor parking will not be allowed and will be considered "inoperable" and will be subject to towing away and impoundment.

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

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

## **VIOLATIONS**

To ensure these Rules and Regulations and the other governing documents of the HOA are carried out, the Board has the authority to assess special charges for non-compliance. These charges will be added to the owners' monthly financial obligations and will appear on the financial statements. Failure by the Board to enforce a rule in a timely manner does not constitute a waiver of enforcement. Any waiver must be in writing and signed by all Board members in order to be valid.

An HOA enforcement policy has been adopted to assist the Board in addressing persistent problems. It is referred to earlier and it is attached and thereby incorporated into this document. It covers violations of this and all governing documents of Casa Requena II (CCR's, Bylaws and Rules and Regulations).

## **CASA REQUENA II HOMEOWNERS ASSOCIATION**

### **VIOLATION AND ENFORCEMENT POLICY**

**(Effective July 1, 2019)**

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

#### **First Notice – No penalty assessed**

A first notice will be sent to the owner of the property outlining the violation. In the event that the owner of the property is identified as an absentee owner, a copy of the notice may also be sent to the tenant at the property address. The owner will be given twenty-one (21) calendar days to bring the violation into compliance. The first notice shall include a warning that if the violation is not cured within twenty-one (21) calendar days, a fee of one hundred (\$100.00) dollars shall be assessed plus a certified mailing fee of fifteen (\$15.00) dollars. The notice shall notify the Owner of the steps to be taken to cure the violation as well as how to be heard before the Board of Directors. This letter shall also inform the owner of their right to petition the Department of Real Estate pursuant to A.R.S. § 32-2199.01.

#### **Second Notice and Assessment of Initial Monetary Penalty**

A second notice will be sent if the owner has not complied with the first notice, or if the violation has returned or has been repeated. The second notice will inform the owner that a fee has been assessed in the amount of one hundred (\$100.00) dollars plus a certified mailing fee of fifteen (\$15) dollars. The second notice shall also include a warning that if the violation is not cured within ten (10) calendar days, a fee of five hundred (\$500.00) dollars shall be assessed, plus an additional certified mailing fee of fifteen (\$15) dollars.

#### **Third Notice and Assessment of Additional Monetary Penalty**

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

#### **Additional Monetary Penalty**

Upon each subsequent inspection where it is found that the violation is still not cured, a fine of (\$100.00) dollars shall be assessed plus any certified mailing fees. Inspections will be conducted to coincide with the terms of the notices.

#### **Certified Mailing Fee**

In addition to the monetary penalties there will be a fifteen (\$15) dollar certified mailing fee assessed per violation.

Should a period of time of at least ninety (90) calendar days lapse between violation letters of the same offense, the next letter will be a first notice again.

**Exception to Notice Procedure**

Violations posing a threat to the health, safety, and welfare of the community, as a whole, or any one or more other owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

**Right of Self-Help**

The Association has the right (but not the obligation) to enter the owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

**Opportunity to be Heard**

The Association recognizes each owner's right to explain the reasons why there is a violation of the CC&Rs or the other Governing Documents, particularly if the violation results in an assessment. Before any fee is assessed, an owner will have the opportunity to request a hearing before the Board of Directors. The owner must provide timely written request for a hearing. If the hearing is scheduled, and attended, the owner is bound by the decision of a majority of the Board.

**CERTIFICATION OF ADOPTION OF VIOLATION AND ENFORCEMENT POLICY**

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

**Casa Requena II Homeowners Association**

By: Ron Tasso

Signature

Ron Tasso

Print Name

5-29-19  
Date