CASAS DEL PUEBLO CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
(AS REVISED APRIL 1, 2011, EFFECTIVE JUNE 1, 2011)

The Board of Directors (the "Board") of Casa Del Pueblo Condominium Association (the "Association") is specifically authorized by the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Casa Del Pueblo (the "Property") to establish rules and regulations to govern the conduct of Residents and their Guests with respect to the utilization of the property and their behavior toward other Residents and Guests, and for the day-to-day operation of the Property.

The Declaration, the Resolutions Adopted by the Board of Directors (the Resolutions") and the By-Laws of the Association (the By-Laws") are incorporated herein by reference. Terms defined in the Declaration shall have the same meaning herein. The Declaration, the Resolutions, the By-Laws and the Rules are collectively known as the "Governing Documents" for the Association.

The Board hereby enacts these "Rules and Regulations for Casa Del Pueblo condominium Association (the "Rules").

Owners are expected to familiar with the Governing Documents and are responsible for ensuring compliance with them by their guests and tenants, as well as their Tenants' Guests. Owners are responsible for any fines assessed as a result of their own actions as well as those of their Guests, Tenants or Tenants' Guests. These rules shall be administered by the Board and/or by such Management company as the Board may engage to conduct the business of the Association and the operation of the Property. Any such Management Company shall serve as surrogate for the Board for the purposes of these rules.
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1. RULES REGARDING PERSONS

A. All Residents

1. Resident Defined
   A Resident is any person maintaining a domicile and mailing address on the
   Property or resident and or tenant in such a domicile under the auspices of a
   Resident.

2. Resident Information Forms
   All Residents are required to deliver to and maintain on file with the
   Board, a current Resident and / or Tenant Information Form giving certain
   information deemed necessary for the operation of the Property. Forms must be
   submitted within ten (10) working days from the start of residency and updated
   forms must be submitted within ten (10) working days of any changes in the
   information form. Forms are available from the Board Secretary or Management
   Company.

B. All Owners

1. Owner Information Forms
   All Owners are required to deliver to and maintain on file with the Board, a
   current Owner Information Form giving certain information deemed necessary for
   the operation of the Property. Forms must be submitted within ten (10) working
   days from the date of conveyance of the deed to a Unit and corrected forms must
   be submitted within ten (10) working days of any changes in the information on
   the form or within (10) working days of a request from the Board to validate
   information on file. Forms are available from the Management Company.

2. Copies of Deeds
   All Owners are required to deliver to and maintain on file with the Board, a copy
   of the Deed to their Unit whether such Deed is recorded or not. Deed copies
   must be submitted within thirty (30) working days of the conveyance of the Deed.
   If the Deed is changed for any reason, a copy of the changed Deed must be
   submitted within thirty (30) working days of the date of change, whether the
   change is recorded or not.

3. Local Contact
   Owners are requested to choose some third party person to act as Local or
   emergency Contact. The board does not expect this person to perform any
   service other that a best effort in assisting the Board to contact the Owner. The
   Board does not expect this person to make any decisions or commitments on
   behalf of the Owner.

4. Landlord Owners

   a. Landlord Owner Define For the purpose of these rules, a Landlord
      Owner is an Owner who maintains a primary residence off the Property
and allows others to reside in Owners unit. Such Units are deemed Rental Units.

b. **Copies of Tenancy Document**  All Landlord Owners are required to submit to and maintain on file with the Board, a signed copy of a Tenancy Document. Tenancy Documents must contain a clause giving evidence that the Tenants are aware of the Governing Documents, acknowledging receipt of (at least) the current rules and agreeing to abide by the Governing Documents during their tenancy. Tenancy Documents must be submitted within ten (10) working days of the start of tenancy and corrected documents must be submitted within ten (10) working days of renewal or other charges in other terms of tenancy.

This requirement for a tenancy Document is waived if the Unit is occupied by members of the Owner’s family or long term Guests who have “Temporary Resident” status (See Guests below).

Landlord Owners must also submit a Resident Information Form as prepared by the Tenant with the Tenancy Document (See 1-A-2, “Resident Information Form” above). Forms are available from the Board.

c. **Vacancies:** If Rental Units become vacant for whatever reason, Landlord Owners are required to notify the Board, in writing, within ten (10) working days of renewal or other changes in other terms of tenancy.

C. **Guests**

Guests may use the facilities on the Property:

a. When accompanied by their Resident Host(s).

b. When they have a status of “Temporary Resident(s) or “Temporary Tenant(s)”.

If a Resident Owner is temporarily absent from the Property, such Resident Owner may grant the status of “Temporary Residents” to Guests occupying his/her Unit during the period of absence by notifying the Board of the names of the Guests and duration of the Resident Owner’s absence. Similarly, Landlord Owners may grant “Temporary Tenant” status to Tenant’s Guests when the Tenants are absent from the Property. When the length of the temporary absence exceeds a week, Owner should submit a supplementary Resident Information form for their Guests. Be sure to mark the supplementary form as “Temporary” so that it does not inadvertently replace the Permanent form.

D. **Tradesmen, Deliverymen, etc..:**
Residents are responsible for the deportment of any tradesmen, deliverymen, installation/repair technicians and other workmen performing work or services on their behalf. The behavior of such workmen is expected to not interfere with or cause upset to other Residents. In particular, a request to a workman to move his vehicle or to remove a blockage in a driveway must be promptly attended to.
II. RULES REGARDING THE PROPERTY

A. Abatable Nuisances

A nuisance is something that is irksome, bothersome or annoying. The simplest of these has been called “abatable nuisance”, that is, one that can be remedied by a simple act of will by one or more persons. Such abatable nuisances are prohibited under these Rules and include, but are not limited to the following:

1. Music or television played at any time so loudly that it can easily be heard outside of your unit or through the walls of the other Units.
2. “Reving” a motorcycle or automobile engines either during Tune-Up efforts or simply for the demonstration of the noise. No repetitive driving or racing in driveways.
3. “Wheelies” or tire spinning starts by either motorcycles or automobiles anywhere on the Property.
4. Road Testing of either motorcycles or automobiles on the Property.
5. Loud profane or obscene language in a circumstance where it may be heard outside of your unit or through the wall of the other Units.
6. Inappropriate exposure of the body (commonly known as “flashing”, “streaking” or “mooning” anywhere on the Property.
7. Fighting, wrestling or other personal conflict in the Common Area.
8. “Tagging” or writing, drawing or other graffiti anywhere on the Property.
9. Vandalism: the willful, intentional or careless damage to or destruction of any item of property. Common or private areas on the Property.
10. Littering: The willful, intentional or careless discard of any item or trash or garbage anywhere on the Property except in a trash container.

B. Carport Sales

Carport Sales are limited to no more than two (2) per year per unit and. This potentially limits of carport sales to three hundred such sales per year; which is almost six (6) sales per week. This rule is intended to limit heavy traffic and parking problems involved in a large number of concurrent sales. Although no “permits” are needed for carport sales, Owners/Tenants must notify the Board prior to holding a sale. Absolutely no sales shall be allowed in the Common Areas.

C. Common Area Keys

Owners are issued a common Area Key. This Key provides access to the swimming pool, tennis courts and laundry rooms. Since only Residents should have access to these areas, Common Area Keys should not be given to any unauthorized person. These special keys cannot be duplicated. Keys may be obtained from the Board at a cost of $25.00 per key for a replacement for a lost key, and a cost of $25.00 for an extra key. When the Common Area is re-keyed, new keys will be distributed free of charge.

D. Laundry Rooms

There are three laundry rooms on the Property for the use of Residents only. They are located at the west end of Building 4 on Myrtle Avenue; on the west side of the Clubhouse; and at the south end of Building 17 just west of the HVAC machinery room. Pets, food, drink and smoking are NOT allowed in the laundry rooms. These laundry rooms should remained locked at all times in an effort to curb
vandalism. Laundry rooms are thoroughly cleaned two times a week and may also be locked during cleaning activity. Those using these facilities should keep them neat and clean - out of respect for fellow residents. Anyone observed leaving a mess of their making in a laundry room will be cited for Littering under these Rules.

E. **Pets**

1. Residents are permitted to keep only two animals from among those species and breeds commonly recognized by City or County authority as household pets. Pets are limited to no more than 25 pounds.
2. If any animal creates a noise problem to others Owners by barking, howling, whining, whimpering, yawning or otherwise, for extended periods, this shall constitute an abatable nuisance under the Rules and the final remedy shall be a demand from the Board to remove the animal from the Property.
3. All Owners, tenants and guests shall indemnify the Association and Board and hold them harmless from and against any and all claims for damages of any kind or character whatsoever arising from or growing out of, having any animals on the Property.
4. Geese, ducks, chickens, pigeons, doves or other poultry are not allowed to be kept on the Property.
5. Predatory carnivores including, but not limited to, wolves, coyotes, bears, cougars, jaguars, bobcats, lynxes and wolverines are not allowed to be kept on the Property.
6. No exotic pets, including, but not limited to, Vietnamese Pot-Bellied pigs and monkeys, are allowed to be kept on the Property.
7. The Board specifically prohibits the keeping of any canine commonly recognized by City or County Authorities as dangerous, including, but not limited to, Pit bulls, Rottweiler's, Chow-Chows. The Board reserves the right to determine whether the aggressive behavior of any dog, regardless or breed, is such as to pose a threat or menace to other Residents, and to demand that such an animal be removed from the Property.
8. No pets shall be permitted to run free at any time, and no animal may be tied up in front of Unit (whether or not in the company of an Owner or Handler).
9. Maricopa County Rabies/Animal Control has permission to enter the Property to pick up strays. All animals, dogs, cats or other animals that run loose can and will be picked up.
10. Owners are responsible for cleaning up immediately, all pet "deposits" at the time of occurrence. Note that the City can fine you up to $250 per occurrence if your dog, cat or other animal defecates in a public or semi-public place.

F. **Play and Wheeled Toys**

Only inoffensive play typical of children is allowed on the Common Area lawns. Play must be limited to those activities not likely to cause damage to the Property, and to maintain the quiet expected by other Residents is restricted to the hours of 8:00AM to 10:00PM. Playing in the parking lots or street areas is prohibited.
No organized team activity, such as baseball, football, soccer, dodge ball and equipment relating to the above sports (i.e.) soccer ball, football, baseball. No item that could cause liability to break windows, damage plants or damage private property allowed. No Golf practice using golf balls or any other ball. No cleats or spiked shoes are allowed. No knife throwing, bow and arrow shooting or any type of guns, including air guns are allowed and no fireworks of any type.

In view of the danger of "Wheeled Toys" such as (but not limited to) skateboards, bicycles, roller skates, roller blades and scooters to Residents and Guests, such toys may not be used or left unattended on sidewalks and the pool and tennis court areas. In the interest of promoting and encouraging safety within the Property, the Board will maintain a very broad interpretation of the expression "Wheeled Toys".
G. Pool Rules and Regulations

SAFETY and LEGAL LIABILITY is serious property issues, especially where the swimming pool is concerned. For your protection, carefully review the POOL RULES noted below and discuss them with family members and friends. **No life guard on duty, swim at your own risk.** The Association assumes no liability for loss or injury. Each person that enters the pool area does so at their own risk. No person should swim alone. You must have your own key to enter the pool area and should never admit someone else as a courtesy.

1. Regular pool hours are from 7:00 am to 10:00 pm, although **adults** may use the pool after hours if **absolute quiet** is maintained. Any reports of noise will result in fines and loss of pool privileges.
2. No glass containers shall be brought into the pool area.
3. No running, horseplay, or obscene language is allowed.
4. No bicycles, skateboards, etc. allowed in or around the pool area.
5. Climbing the fence or gate is forbidden and will cause loss of pool privileges as determined by the Board.
6. No pets are allowed in the pool.
7. Only proper swimwear is allowed in the pool. NO CUT OFFS.
8. No intoxicated person or persons that have infectious diseases shall use the pool.
9. No loud music or other noise will be allowed in the pool area.
10. Because of the possibility of a drowning or other water accident, children under 14 years of age and any persons who cannot swim will not be permitted to use the pool unless accompanied by an adult (18 or older) who is able to swim.
11. Because the pool is not monitored for rowdiness and horseplay, no one under age of 18 may have more than three (3) guests in the pool area unless accompanied by an adult.
12. Only Residents and their Guests are allowed to use the pool. Guests must have “pool privileges” (See Rule 1-c above) or be accompanied by a Resident.
13. Pool may not be reserved for private parties.
14. Pool gates must be closed and locked at all times. This is for the safety of small children and is also a Maricopa County Health regulation.
15. Pool play equipment shall be confined to small rafts and soft beach balls. Inner tubes and large rafts shall be excluded. Safety equipment is for emergency use only.
16. Suntan oils must be removed from body before using the pool.
17. There shall be no throwing of foreign matter or debris in or about the pool. Pool furniture is to be used for its obvious intended purpose and may not be stacked or used as a make-shift diving platform. Pool furniture should be placed at least 4ft away from pool edge.
18. No diving is permitted.
19. Damage to Association property in pool area due to misuse or carelessness may be deemed Vandalism under these rules and the Owner of the unit causing the damage will be charged for repair or replacement.
20. The Board reserves the right to deny use of pool to any person not abiding by these rules.
H. **Storage**
No storage is permitted in any parking area, balcony or front porch. All garbage cans, boxes, bicycles, children’s toys, cleaning equipment, ladders, excess furniture or miscellaneous parts of any kind must be kept in the storeroom, patios or inside the unit. Additionally, no items shall be conspicuously stored in a manner that is obvious by a casual glance of all passersby in/on any patio. Storage on top of storerooms is not allowed. Storage of any form or explosives in not allowed on the Property.

I. **Trash**
Dumpsters serve as garbage collection stations and are located in the carport area behind each building. Residents are responsible for cleaning up any spills when placing trash in the dumpster. All trash must be bagged and cardboard boxes must be broken down. **Furniture or large items that do not fit in the dumpster are not permitted to be left near a dumpster.** No tires or hazardous material is to be placed in the dumpsters. The dumpster lids are to be closed securely after each use. Only the Board may authorize changes in dumpster locations. Dumpsters are emptied twice weekly.

J. **Tennis Court Rules**
1. The tennis court is not reserved for any one person. It is on a first come basis. One match is allowed and the person waiting will be next person waiting will be next to use the court for their match. If practicing, 1 hour or less is allowed.
2. The tennis court is for playing tennis only. No basketball, skating or skate boarding is allowed.
3. Throwing trash on the court surface is littering. Please remove when finished.
4. Playing is restricted to Residents and their Guests only. The common Area keys open the gate. Make sure the gate is locked when leaving.
5. No pets are allowed on the tennis court.

K. **Vandalism**
Any person observed damaging property including trees or landscaping, will be billed to recover the costs of repairs or replacements. All Residents are encouraged to report vandalism to the Board promptly. Damage and destruction of property will be handled as prescribed in Article 11 of the Declaration.

L. **Vehicles / Parking**
A 10-mile per hour maximum speed limit shall be observed on all paved areas within the complex.

Residents must park in the assigned parking spaces only. Parking in driveways is not permitted. Residents may not park in the Guest spaces; these spaces are to be used only by visitors and Guests. Residents with excess vehicles are expected to seek out and make parking arrangements with other Residents who have spare parking spaces. Delivery trucks, moving vans, etc. may park as required, but must be moved upon request if blocking traffic.

The south and west perimeter walls are not to be used for regular parking or vehicle storage. The south perimeter wall may be used for short term parking by Clubhouse Guests and by Residents when their regular assigned spaces need to be vacated for sweeping or other asphalt work.

Vehicles that are not drivable or that are not registered or that have not been moved for fifteen (15) days will be considered abandoned and will be subject to towing at the Owner’s expense.
No mechanical repair to overhaul of vehicles will be commenced in any parking space unless minor in nature and completed in 48 hours. The surface of the carport will be kept clean and free from grease and oil. Owners will be charged for any cleaning or repairs to pavement.

Motorcycles may be parked in an assigned parking area or in the Resident’s patio area, but no bicycle or motorcycles shall be parked on sidewalks, carport walkways, front porches or any other Common Area. Motorcycles may be parked in front of another vehicle in a parking space only if the other vehicle does not obstruct the driveway.

Towing of vehicles will be used as a remedy in non-emergency situations after third notice (see paragraph III.L.).

M. Water
All water used on the Property passes through common meters and is billed to the Association. This cost is in turn distributed to the Owners as part of the maintenance fee. Hot water is heated at the central plant and this cost is also distributed through the maintenance fee.

It is the responsibility of every Resident to help in conserving this precious resource. Owners are responsible for all repairs to plumbing within their units. If you have a leaky faucet, have it repaired as soon as possible. The cold water to a unit may be shut off by a valve at the front of the unit (one bedroom units share a shut-off valve between them) but there is no individual shut-off for the hot water to a unit unless installed by homeowner inside unit. This is strongly recommended to allow repairs on your schedule and not require a complete complex shutdown.

Extreme care must be observed when working on any hot water line within a unit. Make sure that there is no pressure to the faucet you intend to work on by shutting off the angle cock valve where the water supply comes through the wall. The Board strongly urges you to test all your angle cock valves twice a year and to lubricate them with WD-40 or a similar product. If it is necessary to work on a hot water line or angle cock, notify the Board and a shutdown will be scheduled as soon as possible. Shutting down the complex water is costly and hard on the whole water system and emergency shut downs will be billed to the homeowner. We do not like to shut down any more than absolutely necessary as it places stress on the entire system.

Watering of the lawns and shrubs is done by the maintenance personnel, so leave it to them. They will, from time to time, have to hook up to the hose bib in front of your unit to accomplish their watering task. Most plants and shrubs that thrive in our desert climate are easily killed by over watering. Owners must obtain Board permission before planting in the common area. All plants are common area property and will be trimmed and cared for by landscapers as deemed necessary, even if planted by a homeowner.
III RULES REGARDING THE BUILDING AND THE UNITS

A. Clubhouse Use

1. Purpose and Guidelines

The Clubhouse serves first as a social area for events and activities opened to all Residents, such as meetings of the Association and for the Board, and second for private social events and functions held by Owners or Residents in good standing. Owners whose accounts are delinquent do not have the privilege of reserving the Clubhouse until such accounts are brought current. Public gatherings or meetings and regularly scheduled events are permitted. All private events must be sponsored by an Owner or Resident willing to take responsibility for the Clubhouse. The Owner or Resident signing the Clubhouse Reservation and Indemnification Agreement must be in attendance at the clubhouse during the time of use.

The Clubhouse is reserved on a first come, first serve basis. Reservations must be made in advance through the Board. A contract, a user fee and a deposit are required in order for the reservation to be valid. The amounts of the user fee and security deposit are determined by the Board and set form time to time. The deposit shall be refundable if all terms of the indemnification Agreement contract are met and the Clubhouse is surrendered in a clean and undamaged condition. The deposit monies will be applied against the cost of cleaning and repair. The Resident signing the Indemnification Agreement shall be held responsible for damage and/or cleaning costs in excess of the amount of the deposit.

2 Clubhouse Rules

These rules appear in and are part of the Clubhouse Reservation and Indemnification Agreement. (See paragraph A (2) (B) below)

a. Clubhouse hours are 8:00 am to 10:00pm. Functions may continue after 10:00 pm only if strict quiet is maintained. PLEASE RESPECT YOUR NEIGHBOR’S RIGHT TO PEACE AND QUIET.

b. The clubhouse serves first as a social area for events and activities open to all Owners and Residents, such as meetings of the Association and of the Board, and second for private social events and functions held by Owners of Residents in good standing. Public gatherings or meetings and regular scheduled events are not permitted. All private events must be sponsored by an Owner or Resident willing to take responsibility for the Clubhouse. The Owner of Resident signing the Clubhouse Reservation and Indemnification Agreement must be in attendance at the Clubhouse during the time of use.

c. An Owner or Resident may not reserve the clubhouse for a non-resident third party.

d. The Clubhouse is reserved on a first come, first serve basis. Reservations must be made in advance through the Board. An Agreement, a user fee, and a deposit are required in order for the reservation to be valid.
e. The amounts of the user fee and security deposit are determined by the Board and set from time to time. The deposit shall be refundable if all terms of the Indemnification Agreement contract are met and the Clubhouse is surrendered in a clean and undamaged condition. The deposit of monies will be applied against the cost of cleaning and repair. The Resident signing the Indemnification Agreement shall be held responsible for damage and/or cleaning costs in excess of the amount of the deposit.

f. The Owner and/or Resident reserving the Clubhouse shall be held responsible for the conduct of all guests and for any damage done to the Clubhouse. In particular, the wall mounted decorations are not to be taken down or disturbed in anyway. No furniture is to be removed.

g. Because the Arizona Revised Statutes do not recognize the right to minors to enter into binding contracts, the Clubhouse may not be reserved by anyone under the age of 18. Events may be held for minors only if the event is closely supervised by at least two adults.

h. Clubhouse reservations do not include exclusive use of the pool or pool area. All pool rules must be observed and swimmers may not enter the Clubhouse in wet swimming suits.

i. Alcoholic beverages may be served only if order is maintained. All laws must be observed; in particular, no alcohol may be served to or provided for any person under 21 years of age. Serving alcoholic beverages to minors is illegal and constitutes a criminal offense. Individuals serving alcohol during a clubhouse function are to exercise common sense. Guests who appear to be intoxicated should not continue to be served. The Arizona Revised Statutes provide a wide scope in determining liability of hosts if a guest were to be involved in an automobile accident or other incident where liquor is a factor.

j. Persons attending Clubhouse functions can park in guest parking, along Myrtle Avenue and the driveway area along the South perimeter wall of the property. Resident’s assigned spaces MAY NOT be used by clubhouse users.

k. The Clubhouse must be reserved for only one date at a time. The reservation may extend for more than a day (for example: both days of a weekend) and a user fee will be charged for each day.

l. The Clubhouse must be kept locked while not occupied to prevent theft and vandalism.

m. ONLY TAPE may be used to attach decorations to walls, door frames, etc. NO thumbtacks, nails, and such may be used.

n. Any unusual reservation plans must be approved in advance by the Board at a regularly scheduled Board meeting. Further instruction may be obtained from the Board.

B. **Commercial Use of a Unit**

The Declarations place a severe restriction on the commercial use of the Unit in that Residents are not permitted to use a Unit as a "place of business". They may no use the address of the Property or the number of any telephone connected to the Unit in public advertising of any kind, including telephone referral services since such use would imply the Property is a "place of business". A Unit may not be used as a site for clients or customers to take delivery of goods and services.
C. **Signs**
"For Rent", "For Sale", "For Lease", "Beware of Dog" and alarm system warning signs are the ONLY signs permitted to be used in the Common Area by individual Owners. They may not be larger than (24" by 30") five square feet, and must be placed close to the front entrance and/or on the rear gate. Signs may not be attached to trees or building of placed in windows. Only two (2) exterior signs advertising a unit for sale or lease are permitted. Only one (1) "Beware of Dog" sign and/or alarm system warning sign are permitted on the rear gate. Signs and posts must be attractive and kept in good repair. The Board of Directors will remove all signs that do not conform to this rule.

D. **TV Antennas, Cable TV Connections and Satellite TV Dishes**

1. **TV Antennas and Cable TV Connections**
Cable may be installed in your unit and the choice of providers is up to you. Cables must be placed to be as unnoticeable as possible, such as along the edge of a window. Wiring on the exterior should be encased in plastic wire ducting (and painted to match the building color) to protect from vandalism and preserve the building appearance. Workers on the roof must be cautioned about damage to the roof from fasteners and tools.

2. **Building Pre-wire**
The buildings are also pre-wired with two telephone lines into each unit. In case the building pre-wire fails, wiring for new connections may be attached to the exterior building walls and laid loosely across the roof. Wiring on the exterior walls should be enclosed in plastic wire ducting (painted to match the building color) to protect the wiring from vandalism and to preserve building appearance. Workers, on the roof must be cautioned about damage to the roof from fasteners and tools.

3. **Satellite TV Mini-dishes**
The installation of a private 16" to 18" satellite television "Mini-dish" on the roof of a building is allowed, subject to the following conditions:
   a. The dish is to be securely strapped to a plumbing riser vent pipe, located as far as possible from the walls of the building, in such a way so as to not block the pipe.
   b. The video cable from the dish should connect to the video feeder connection coming through the roof from the Unit. If this connection proves to be unsuitable for the satellite signal, a new feeder should be installed as for the building pre-wire failure discussed above.
   c. Alternatively, especially if the building pre-wire has failed, the dish may be mounted on a stand in the patio area in such a way that it does not extend above the top of the fence and is not immediately apparent from outside the patio. If patio stand mounting is used, particular care must be paid to the cabling to assure that it is secure and does not present a hazard.
E. Windows

1. Window Treatment
   No metal foil, cardboard, plywood, bed linens, blankets or any other such material is permitted on windows except that plywood may be used as a temporary closure for a broken window until a repair can be made. Window treatments must consist of conventional types of curtains, drapes, shutters or blinds. Plastic “sun block” foil may not be used because it eventually bubbles and gets scratched and, after a few years, becomes impossible to remove.

2. Window Maintenance
   Owners are responsible for the repair and maintenance of windows and window screens. Window units may be replaced with similar window units (for example, thermal windows or glass block in the case of gun-slot windows) provided no significant changes are made to the window opening. No window air conditioning unit may be installed in any window of any unit. Interpretation of the Declaration notwithstanding, windows are deemed part of a Unit because of the Owners freedom to replace window units as discussed above. Association assumes no responsibility for any water damage if found to be caused by faulty windows as determined by a licensed contractor.
IV RULES REGARDING THE ASSOCIATION

A. Assessments

Assessments are the means of distributing the cost of operating and maintaining the Property. These Assessments are set by the Board in November of each year when the Budget for the following year is adopted. Assessments are due the first of each month and are delinquent after the tenth of the month. Delinquent accounts are charged a delinquency fee after the tenth of the month. The amount of the delinquency fee is determined from time to time by the Board.

Partial payment of Assessments will be accepted without acknowledgment and the remaining portion will be treated as any other delinquency. Monies tendered will be first applied to outstanding fees, fines, and other charges, and then to past due assessments and finally to current Assessments.

Accounts delinquent for more than sixty (60) days will be cause for a lien to be filed against the property and a lien fee to be charged to the account. The amount of the lien fee is determined and set by the board according to current common practice. The lien process may be delayed if the Owner petitions the board, before the lien is applied, to be heard at the next Board Meeting, shows a hardship reason for non-payment and presents a reasonable schedule for asking upon the delinquency.

Accounts delinquent for more than ninety (90) days will be cause for Civil Proceeding (a personal law-suit) to be filed against the Owner. Starting at this time, legal fees will be charged to the Owner, beginning with the Civil Court filing fee. Lien foreclosure proceedings may also be Initiated as a parallel activity.

The delinquent Owner will be liable for filing fees, late charges, court costs, reasonable attorneys' fees and any other collection costs, all of which will be recorded as individual charges against the account in litigation. All delinquent sums, including the foregoing, may bear interest at the rate of eight percent (8%) per annum on the unpaid balance, at the election of the Board, calculated from the date of delinquency to and including the date full payment is received by the Association.

Owners should be aware that, unlike Small Claims judgments which are for the fixed amount, civil judgments increase as the amount of delinquency increases during litigation.

Occasionally, it may become necessary to impose a Special or Supplemental Assessment because some extraordinary and anticipated expense must be paid, be that the Assessment established when the annual budget is adopted is inadequate because of budget errors or unanticipated expenses. For these cases, the governing Documents authorize the Board to impose a Special Assessment when due and in accordance with the terms set by the Board, will be subject to the same procedures as a failure to pay monthly Assessments.
V  PROCEDURE UNDER THESE RULES

In connection with the administration of these Rules, the board states as follows:

A.  Consent
Any consent or approval given under these Rules by the Board shall be revocable at any
time by the Board.

B.  Modification
These rules may be modified, added to or repealed at any time by the Board.

C.  Severability
If any term or provision of these Rules, or any application thereof, shall be deemed to be
invalid or unenforceable, the remainder of these Rules, and any other application of such
provision, shall not be affected thereby.

D.  Complaints
Complaints regarding the management of the Association or the property, or regarding
actions of other Owners, shall be made in writing to the Board. All reports of alleged
violations shall be considered public information.

E.  Relief
petition for a change in the provision, signed by fifteen (15) Owners, may be submitted to
the Board. The petitioning group should name a spokesperson to work with the Board
(or a sub-committee thereof) in drafting a change in the provision.

F.  Enforcement
The procedure for enforcement of these Rules shall be as follows. (This enforcement
procedure is in addition to and does not replace any other right or remedy set forth in the
Governing Documents.) The Association may enforce fines by its lien rights as set forth
in the Declaration.

1.  First Offense (1st Notice)
When the Board becomes aware of the noncompliance of a rule by an
Owner, Resident or Guest, it will send a letter to the Owner of record
advising that strict compliance with these Rules is required and warning
that subsequent violations may result in fines. Each day on which a
violation occurs may be deemed to be a separate offense.

2.  Second Offense (2nd Notice)
If a report that a violation has been repeated within thirty (30) days of the
first Offense or has been continued beyond any time specified with the first
notice, the Board, after verifying the violation, may authorize a fine to be
levied upon the Owner. The fine for a second offense is set by the Board.
Notice of a Second Offense and fine shall be sent to the Owner by
certified mail. The notice will give a date (usually ten [10] working days)
by which the Owner can respond, in writing, contesting the imposition of
the fine stating reasons why the fine should not be imposed and asking for
a hearing before the Board. Receipt of a response shall hold the
imposition of the fine in abeyance until the hearing is concluded. Failure
of the Owner to appear for the hearing shall constitute withdrawal of the contest of the fine.

3. **Third Offense (3rd Notice)**
   If a report that a violation has been repeated within thirty (30) days of the Second Offense or has continued beyond the time specified with the second notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for the Third Offense is two (2) times the Second Offense fine. Notice of the third violation and fine will be sent to the Owner by certified mail. The notice will give a date (usually ten [10] working days) by which the Owner can respond, in writing, contesting the imposition of the fine stating reasons why the fine should not be imposed and asking for a hearing before the Board. Receipt of a response shall hold the imposition of the fine in abeyance until the hearing is concluded. Failure of the Owner to appear for the hearing shall constitute withdrawal of the contest of the fine.

4. **Forth and Subsequence Offenses**
   The Board, at its desecration, may treat constant repeated offenses as a sequence of the Third Offense or seek injunctive relief through litigation.

G. **Appeals**
   Any Owner may appear before the Board to contest (before a fine is imposed) or appeals (after a fine is imposed) fines or otherwise seek relief from the enforcement of a rule.

*Attached to this document are the OWNER/LANDLORD / TENANT REGISTRATION FORM / AGREEMENT*
Landlord/Tenant/Casa Del Pueblo HOA Agreement

1. As a Tenant, I/we hereby certify knowledge of the existence and contents of, or receipt of a COPY of the complete set of the Amended and Restated Declarations of the Covenants, Conditions and Restrictions (CC&R's) of Casa Del Pueblo Homeowners Association Rules and Regulations, attached to this Landlord/Tenant Registration form. I/we agree to comply with the terms and conditions listed in these documents, and understand that a violation thereof provides cause for immediate action as provided in those documents.

2. As a Tenant, I/we acknowledge that in interior repairs and or maintenance to the unit is not the obligation of the Association. Complaints or inquiries concerning exterior maintenance or other Association responsibilities shall be directed to the Owner/Landlord or its managing agent, unless it is an emergency.

3. As a Tenant, I/we acknowledge that keys to the pool area, laundry rooms, tennis court or any of the common areas, is a privilege that may be revoked by the Association, for reasons including but not limited to, failure of the Unit Owner/Landlord to pay homeowner assessments/dues on a timely basis.

4. The Owner/landlord and Tenant acknowledge and agree that the Association provides essential services as contemplated in the Arizona Residential Landlord tenant Act, A.R.S. 33.1364 and for which the Owner/landlord is required to pay assessments. Failure to pay such assessments authorized the Association to inform the Tenant of the Owner's failure to pay, and further that the Tenant may pay all or part of the Tenant’s rent to the Association pursuant to A.R.S. 33.1364 in order to insure the continued supply of services of which the tenant may be deprived by nonpayment of assessments.

5. Residents of Casa Del Pueblo Homeowner's Association are responsible for the conduct of their guests and any damage attributed to their guests. Landlords are responsible for the conduct of their Tenants and guests of the Tenants including any damages. The landlord is responsible for enforcing the rules and regulations and other Association documents against any Tenant or occupant, including terminating the lease or occupancy of the Tenant if the Association or landlord believes it is necessary.

6. Duplicate Keys to the Common area will be assessed $25 per key to the Landlord if Tenant does not turn key in at time of termination.

7. Tenant move-in date:__________________________ Lease Expires on:________________

8. Agreed and accepted by all parties hereeto:

   Landlord Signature ___________________________ Date ______________
   ___________________________ Date ______________
   Landlord Signature ___________________________ Date ______________
   ___________________________ Date ______________
   Tenant Signature ___________________________ Date ______________
   ___________________________ Date ______________
   Tenant Signature ___________________________ Date ______________

Date Mailed to Association:__________________________
Initials: ____________

Observed Move-in Date:__________________________
Initials: ____________

Date Registration Form Received by Association:____________________
Initials: ____________