

Las Casitas Condominium Association

Rules and Regulations

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PREAMBLE

These Rules and Regulations have been adopted as a means of providing easy to follow guidelines which outline the responsibilities of those owning a unit within the condominium property. This document is a derivative of the Declaration and Bylaws which form the basis for the Association.

1. GENERAL INFORMATION

- A. The Condominium Association is comprised of 6 units, located at 3650 Lost Dutchman, Lake Havasu City, Arizona, 86404. The unit numbers range from 101 to 106.
- B. As a private condominium association, the property is governed by our own set of Declaration & Bylaws documents.
- C. The Board of Directors is comprised of unit owner membership. The Board manages the Association affairs on behalf of the 6 unit owners.
- D. The Association's fiscal year is from January to December. Annual Meetings are held in January. Regularly scheduled board meetings are held as needed throughout the year.
- E. The Board of Directors oversees compliance with the Declaration & Bylaws, and oversees maintenance of the common areas, as well as the master insurance policy for the common areas.
- F. The Board, on behalf of the Association, retains the services of a Manager to handle the day-to-day operations of the Association, to include:
 - a. Collection of the monthly maintenance fee/dues.
 - b. Association bank account/general fund.
 - c. Payment of monthly maintenance from the Association's general fund.
 - d. Issues related to the property's common areas.
 - e. Other duties as may be assigned by the Board.
- G. The Association and the Manager do not have the responsibility for law enforcement. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Lake Havasu City Police Department.

2. ENVIRONMENT OF COMMON AREAS

The Common areas of the condominium property consist of everything but the individually owned condominium units. The repair and maintenance of all of the common areas is done at the Association's expense except as otherwise explained in the Rules and Regulations and Declaration and Bylaws.

- A. Littering is prohibited on the property.
- B. All damages to the common areas caused by an owner, occupant, pet, or guest must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the offender.
- C. All items left unattended in the common areas may be removed and stored by the Board at the owner's expense.
- D. Any noise which distracts or disturbs others is prohibited. Residents must refrain from any activity, which creates a nuisance. If someone is creating a nuisance, the first step should be to speak with that person directly. If direct communication fails, contact local law enforcement if the situation warrants and report the problem to the Manager.

- E. Each unit owner must report to the Manager the need for any repairs of common areas of the condominium property, which are the obligation of the Association to maintain.
- F. Unit owners and tenants must not give work instructions to **ANY** association service contractor. This requirement is not intended to reduce or refuse service; it is simply an administrative issue to ensure that work being performed is in accordance with the contractual agreement.
- G. Signs or other advertising of any nature are prohibited upon any portion of the condominium property except:
 - a. One professionally printed "FOR SALE" or "FOR RENT" window sign or a 24 by 30 inch yard sign is permitted. (*Homemade signs are prohibited*)
 - b. A "FOR RENT" sign must only include the owner's or real estate agent's contact information. (*Rental costs are prohibited*)
 - c. One security protection sign may be placed on front door or front door window.
- H. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned **IMMEDIATELY** by the Unit resident, and efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the unit's garage or off the property.
- I. Unit owners and residents must not pour or allow to spill, any oil, solvent or other volatile or flammable material into the sewers, on common areas, or into the street bordering the condominium property.
- J. Vehicle repairs including oil changes are prohibited on condominium roadways, parking areas, and driveways.
- K. Lawn ornaments and/or lawn furniture may be placed in common areas while in use.
- L. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of an owner's or resident's personal property in common areas.
- M. Excessive noise in common areas is prohibited (i.e. driveway, walkways, landscaping, parking areas.) This includes loud music, voices, machinery, etc., that disturbs others.
- N. Recreational equipment must be stored the interior of the unit/unit's garage when not in use. This includes sports equipment, children's toys, bicycles, etc.
- O. Skateboards, skateboard ramps, roller skates, and bicycles are prohibited from use on condominium property. This is a liability issue and not intended to restrict the activities of owners or residents.
- P. Vehicles which are not mechanically sound and/or cannot be driven on public streets (i.e., expired tags/registration, flat tires, etc.) must not be parked on condominium property and will be towed at owner's expense.

3. CONDOMINIUM ASSOCIATION MAINTENANCE RESPONSIBILITIES:

The Association is responsible for the reasonable maintenance of the following:

- A. Building exterior, foundation and roof.
- B. Driveways, walkways, parking areas.
- C. Utilities, which are not separately metered.
- D. Common area insurance.
- E. Repair of gutters and downspouts.
- F. Exterior water pipes
- G. Sewer system

4. LIMITED COMMON AREAS

Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. Examples include unit windows and doors, central air conditioning equipment serving only one unit, stoops and patios. These areas are specifically outlined in section 2.8 of the Bylaws. Unit owners and/or tenants are responsible for the maintenance and care of their limited common areas, to include:

- A. Individual garage, yard or patio sales are prohibited.
- B. Clotheslines are prohibited.
- C. No signs or flags may be displayed, except one American Flag which must be affixed to wood trim only.
- D. Rubbish, debris and trash must be placed in the designated condominium property's rubbish container located on the Condominium property. Personal rubbish containers must be kept inside the unit or garage.
- E. There shall be no changes to the front exterior landscaping or shrub beds by the resident, unless approved by the Association.
- F. Broken windows, torn screens, damaged front doors or damaged garage doors must be repaired immediately by the unit owner at his/her expense. Replacements must be in keeping with the other units with regarding to style, size and color.
- G. No changes may be made in the color of unit doors.
- H. Patios and porches shall not be used as storage areas.
- I. Appropriate patio and deck items would include outdoor furniture, planters and grills.

5. RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually owned condominium units and everything within these boundaries have been built and installed for the exclusive use of said unit. As such it is the owner/resident's responsibility to enjoy and also maintain their unit.

- A. Units shall be occupied and used for single-family purpose only as private dwellings for owners, their families, tenants and guests.
- B. Exterior modifications to the units, garages, the buildings or the grounds are prohibited without obtaining prior, written approval from the Board.
- C. Installation of wiring for electrical, telephone, television systems, air conditioning, or the like on the exterior of the building, or which protrudes through the walls or the roof of the building, is prohibited without approval of the Board.
- D. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
- E. The use of blankets, sheets, etc., is prohibited even as a temporary window covering.
- F. Window air conditioning units are prohibited. Wall mount units require approval by the Board.
- G. Statuary, birdbaths and other items are not permitted to be displayed in front of any condominium unit.
- H. Installing basketball hoops or other recreational equipment, light posts, or flagpoles is prohibited.
- I. Exterior lighting must not be directed in such a manner as to create an annoyance to other residents.
- J. Structures such as storage sheds, animal shelters, carports, are prohibited.

6. UNIT OWNER RESPONSIBILITIES:

Condominium unit owners are responsible for their unit and the areas immediately adjacent to the exterior of their unit, which are not otherwise the responsibility of the Association. A unit's interior space will at no time compromise or pose a threat to another unit's integrity, or otherwise become a health and safety or fire hazard in accordance with City standards of health and safety.

- A. Maintenance and upkeep of the interior of the unit.
- B. All doors, door screens, windows, and window screens.
- C. Garage space including garage doors and their mechanisms, tracks, springs, cables, locks, automatic door opener.
- D. All heating, cooling and ventilation equipment.
- E. Exterior water faucet and electrical outlet serving the individual condominium unit.
- F. Patios decks and stoops that are limited common areas adjacent to their unit.
- G. Utilities separately metered for the unit and utility service line connections.
- H. Insurance coverage for the private unit.
- I. Landscape plantings installed by a resident.
- J. Individual mailboxes.
- K. Watering of plantings adjacent to the unit, often enough to sustain plant growth.
- L. Replacing burned out light bulbs in exterior light fixtures attached to the unit.
- M. Loose watering hoses may not be left outside of the condominium unit.
- N. Care should be taken regarding water usage, as this is an expense shared by the Association as a whole.

7. GARAGES

- A. Garage doors must be closed when not in use.
- B. Use of machinery which creates noise that is considered bothersome to unit residents shall not be permitted in or outside the garage.
- C. Only minor maintenance to motor vehicles may be done in garage.
- D. Bodywork, welding, repairs causing excessive noise and repairs which may result in fluids running into the driveway is prohibited.
- E. Storing flammable or hazardous items in a garage or on common areas is prohibited.
- F. The garage must be used as the owner/resident's primary parking space.
- G. Owners are responsible for the maintenance, repair and replacement of their garage doors, mechanisms, tracks, springs, cable and locks.
- H. Replacing a garage door is prohibited without prior, written Board approval.
- I. The installation of automatic garage door openers is permitted. Installation and maintenance expense shall be a unit owner responsibility.

8. MOTOR VEHICLES

1. Buses, Mobile and/or Motorized Homes, Campers, and over-sized vehicles are prohibited from being parked within Association property.
2. Recreational vehicles and carriers (trailers, boats, off-road motorcycles/vehicles must be parked in the unit's garage and are otherwise prohibited from being parked within the condominium property. The exception is short-term loading or unloading of such vehicles.

3. All vehicles with exhaust systems or sound systems which may disturb other residents are prohibited within the condominium property.
4. Moving vans are permitted to be temporarily parked short-term if the flow of traffic and parking is not obstructed.
5. Vehicle repairs are prohibited in parking areas.

9. PARKING

1. Residents must use their garage space as their primary parking space.
2. If the resident has more than one vehicle, the extra vehicles must be parked on the street.
3. Residents may periodically utilize the common parking areas, realizing that these are shared spaces.
4. Parking in any non-designated parking area is prohibited.
5. Guests of residents must park on the street.
6. Blocking other garages or other unit parking spaces is prohibited.
7. An owner/resident may park in front of their garage door short-term for the loading/unloading of said vehicle, as long as traffic and parking within the complex is not compromised.

10. TRAFFIC RULES AND REGULATIONS

Residents must take care when entering into and/or exiting the property. Care should also be taken when parking in the garage, common, and limited common areas.

11. PETS

- A. Residents may keep up to two (2) dogs, cats, or other household pets within their unit provided that they are not kept, bred, or maintained for any commercial purposes. The keeping of pets greater than two (2) shall require written Board approval.
- B. No animals, such as rabbits, livestock, fowl, or reptiles of any kind shall be raised, bred or kept in any unit or the common or limited common areas.
- C. All dogs are to be leashed when outside of a condominium unit and are not permitted to run loose on the condominium property.
- D. No pet shall be tied, fenced, or housed outside a condominium unit.
- E. Pet owners shall be held liable for all damages caused by their pets to any common or limited common property, including but not limited to shrubs, bushes and trees.
- F. Pet owners are responsible for immediately picking up waste caused by their pets and disposing of it properly.
- G. A resident with a pet causing or creating a nuisance or unreasonable disturbance shall receive one warning from the Manager. If the problem continues, a second notice will be issued in writing and the resident will have seven days (7) to remove the pet from the unit. During certain instances Animal Control may be contacted.
- H. As may be dictated by the master insurance policy (See item 13.), certain breeds of dogs may not be allowed to live within the condo property. The Manager should be contacted for specific information.

12. RUBBISH REMOVAL

- A. On-site rubbish removal services are provided by the Association.
- B. Rubbish is to be placed inside the rubbish bin, allowing for the lid to close completely.
- C. A resident may call and employ a service company or contractor of their choice to haul away large items of rubbish (furniture, appliances, etc.) at their own expense.
- D. Large items must not be placed outside for pick up until the scheduled pick up date.

13. INSURANCE

The Association shall obtain and maintain a master policy for insurance coverage for the condominium property.

- A. Each unit owner/resident must obtain and maintain insurance for their unit, at their own expense. This policy must provide coverage for the unit, personal property and personal liability.
- B. Only the Board of Directors may file loss claims against the master policy.

14. MAILBOXES

- A. Cluster boxes are provided at the street in front of the condominium property.
- B. Each unit shall be issued one mail box space.

15. SALE OF CONDOMINIUM UNITS

- A. All unit owners must notify the Manager in writing, if they intend to offer their unit for sale.
- B. One professionally printed "FOR SALE" sign may be placed inside the window or in front of the unit. (See Section 2. 6.a)
- C. Within seven (7) business days of executing a purchase/sales agreement, the unit owner or real estate agent must notify the Manager so that arrangements can be made for Maintenance Fee Letter, and copy of the property's Certificate of Insurance.
- D. At the same time as above, the unit owner must provide the Manager with a copy of the purchase contract so the owner can coordinate the paperwork with banks, real estate agents, appraisers and escrow agents.
- E. The buyer or buyer's real estate agent shall be provided a copy of the condominium property association's Declaration, Bylaws, and Rules & Regulations information.
- F. A transfer fee of \$200.00 shall be charged to the seller by the Association, and paid out of escrow from proceeds due to the seller at the time of title transfer.

16. RENTAL OF A CONDOMINIUM UNIT

Condominium owners may offer their unit for rent or lease on a short/vacation or long term basis.

- A. For long term tenancy in excess of four (4) months, a copy of the rental agreement shall be provided to the Manager at least ten (10) days prior to commencement of the least term.
- B. "For Rent" signs are permitted. (See Section 2.G.b.).

- C. The unit owner is responsible for making the tenant/resident aware of the Rules of the Association
- D. The unit owner is responsible for tenant/resident violations of the Declaration, Bylaws, or Rules and Regulations.
- E. The unit owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant/resident who is in violation
- F. The rental/lease agreement must contain a clause making it subject to the covenants and restrictions in the Association Declaration, Bylaws and Rules.

17. CABLE TELEVISION

- A. Cable television is a private agreement between the unit owner and the cable company, at the resident's expense.
- B. Arrangements for the installation and/or disconnection of service, is a unit owner's responsibility.
- C. When cable service is disconnected, the unit owner must make sure there are no exposed wires and that service lines are properly secure against the building for future hook ups.

18. PORCH/ENTRANCE LAMPS

- A. The exterior light fixtures mounted on each condominium unit are controlled by the owner/resident.
- B. Bulb replacement is the responsibility of each resident and should not exceed 60 watt.
- C. Bulbs should be replaced as soon as possible.
- D. An owner may install and maintain ground mounted solar lights in a limited common area adjacent to the owner's unit.

19. LANDSCAPE

The Association may, or may not provide for landscape services. If landscape services are not provided, each unit owner/resident shall participate in maintaining the landscaped common or limited common areas adjacent to their unit.

- A. Landscape maintenance shall include watering of plants, trimming plants, leaf removal, light weeding and removal of trash.
- B. Landscape watering must be often enough to prevent browning or loss of plants.
- C. Maintenance of landscape rock areas may also be necessary.

20. ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve the integrity, and establish common guidelines and standards for improvement projects with the Association, rules have been enacted and apply to ALL requests for exterior modifications. Refer to the Bylaws.

21. ARCHITECTURAL APPROVAL PROCEDURE:

Replacement of Windows, Doors, Garage Doors, Sliding Glass Doors

- A. Installation of replacement windows is prohibited without PRIOR, written Board approval, except in the case of damage where like-for-like replacement is made.
- B. An upgrade in quality of windows will be approved, providing replacement windows are identical in appearance to the existing windows.
- C. Maintenance and upkeep of windows, doors, garage doors and sliding doors are a resident's responsibility.
- D. From time to time the Association will paint doors and trim.

Fireplaces:

- A. Installation of a built-in fireplace must have PRIOR written Board approval.
- B. The unit owner must obtain necessary permits and insure conformity to jurisdictional codes.

Walls, Fences, Decks and Patios:

- A. Installation or modification of walls, fences, decks and patios is prohibited without PRIOR written Board approval.
- B. Maintenance and upkeep of the patios and/or decks shall be the unit owner's responsibility.

Hot Tubs and Pools:

- A. Hot tubs and/or pools are not permitted.

Satellite Dishes:

- A. Installation of a satellite dish on the roof of a unit is permitted, as long as the equipment is placed in such a way as not to detract from the overall integrity of the condominium property, and does not extend into the common areas.
- B. Any owner contemplating the installation of a satellite dish elsewhere on the condominium property must have PRIOR written Board approval. A letter requesting approval must include the proposed location of the dish/antenna.
- C. Installation of equipment must be conducted by a professional associated with the satellite service company.

22. MAINTENANCE FEES, LIEN PROCEDURES & COST OF COLLECTION

MONTHLY ASSOCIATION FEE (DUES)

- A. In accordance with the Bylaws, Article 7, in order to effectively maintain the condominium property, each condominium owner shall pay a monthly fee (homeowner's association dues) to the Association. This fee shall be utilized for, but not limited to water/sewer services, rubbish collection, insurance, landscape services

- (as applicable), routine maintenance, and necessary repair of common areas of the property.
- B. The Monthly Association Fee is \$125.00.
 - C. In addition to the regular monthly fee, it may also be necessary to require unit owners to pay a Special Assessment fee, when necessary.
 - D. Responsibility for payment of any established monthly or Special Assessment fees lies with the owner of the property as long as they hold Title to said property.
 - E. Property owners who may be involved in a bank repossession of their property or a short-sale situation shall not be exempt from the responsibility of paying fees, unless or until they are effectively removed from the Title of the property.
 - F. Remedies to collect fees shall be that which are outlined in the Bylaws.

COLLECTION POLICY

- A. Fees shall be paid to the Manager by cash, check or automatic bank deposit/ transfer. The mailing address for payment is: Las Casitas Condominium Association, 3650 Lost Dutchman Drive, Lake Havasu City, Arizona 86404.
- B. Any monthly fee which is not paid within fifteen (15) days shall be considered delinquent and subject to a late fee of \$25.00, and an interest rate of (10%). This interest rate shall continue to accrue until the entire amount due is received by the Association.
- C. A Special Assessment fee is due thirty (30) days after it is levied by the Association, and notice is given to the Unit Owners.
- D. Any costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection will be assessed to the delinquent owner.
- E. If any owner fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees incurred by the Association.

23. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the rules are to be made to the Manager.
- B. The Manager will, in most instances, contact the alleged violator after receipt of a complaint, and make a reasonable effort to gain the violator's agreement to cease the violation.
- C. If reasonable efforts to gain compliance are unsuccessful, the applicable unit owner will be subject to a sanction in accordance with the penalty provisions contained herein.

24. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATIONS

- A. The unit owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the unit owner, guests, or the occupants, including tenants of his/her unit.
- B. A rule violation, that by the determination of the Board affects the rights of others or their property, may result in immediate legal action as outlined in the Bylaws.
- C. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed:

1. Written demand to STOP the violation will be served upon the alleged violator/owner.
2. The demand letter shall specify the alleged violation, the action required to stop the alleged violation, and a twenty-four (24) hour time during which the alleged violation must cease without the imposition of an assessment.

25. GOOD NEIGHBOR POLICY

The Association's Declaration, Bylaws and Rules & Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other.

Before filling a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion.

Our documents are our foundation. Our community spirit lies within the hands of each resident.

Date Adopted: August 20, 2011