# CASABELLA CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Approved September 9, 2019

The following Rules and Regulations ("Rules") have been established by the Board of Directors ("Board") of Casabella Condominium Association (the "Association" or "HOA") pursuant to Section 6.2 of the Declaration of Condominium and of Covenants, Conditions and Restrictions for Casabella Condominiums ("Declaration"). These Rules shall remain effective until amended or rescinded by the Board of Directors and supersede and replace in their entirety, all previously adopted Rules.

***It is the responsibility of each resident, whether homeowner or tenant, to become familiar with these Rules and abide by them. <u>It is the homeowner's responsibility to give a copy of these Rules and the Declaration to the tenant(s)</u>.***

Whether you are a homeowner or a tenant, all persons living or visiting at Casabella Condominiums must observe and abide by these Rules and the Declaration. Property owners will be held responsible for any violations of the Rules and Declaration or damage to common element property.

Where no Association rules and regulations are present those of the Master Association (MRPOA) or the City of Scottsdale, will apply. In the event of a conflict of these rules and regulations with those of the Master Association (MRPOA) or the City of Scottsdale, the most restrictive of the rules will apply.

The policies set forth in these Rules are designed as guidelines for good community relations and to protect the investment of the homeowners.

## ANTENNAS AND SATELLITE DISHES

Before any installation of exterior antenna or satellite dish an Architectural Design Request Form must be completed and submitted*. Bylaws Article 6.6* No antennas or satellite dishes shall be mounted, to the extent reasonably possible, so as to not be visible from neighboring property or the street. This includes any exposed cabling which might be necessary. Any installation made without prior Architectural Approval will be a violation and be subject to fine and removal. *Bylaws Article 3.11 xiv & CC&R's 7.10; Also, refer to Master Association (MRPOA) Rules and Regulations on Satellite Dishes.*

## ARCHITECTURAL CONTROL

The Casabella Architectural Design Committee, through the Board of Directors, is in place to assist homeowners as they plan for any repairs and improvements to their units. The committee may from time to time recommend guidelines and standards for exterior improvements which may detail colors, materials, and design specifications. Approved guidelines and standards will be made readily available to all homeowners. Check the web-portal and the Documents folder Remodeling and Repairs before

you begin any project. For many jobs an Architectural Design Request must be made and Approved before you begin. *Bylaws Article 6.6 and 6.8*

## Architectural Design Request Necessary for:

- Replacing windows or window screens
- Replacing or painting entry door or patio/balcony access door
- Replacing or painting garage door
- Installing a Security or Screen Door at entry or at patio/balcony access
- Painting or covering patio/balcony deck with any material
- Installing any exterior electrical, fan, or lighting in the common or limited common area.
- Installing satellite dish or having exposed cable service run
- Making any structural additions or alterations inside or outside unit. (Refer to: Rules and Regulations on IMPROVEMENTS.

NOTE: Any of the above changes made without prior Architectural Approval will be a violation and be subject to fine and removal. *Bylaws Article 3.11 xiv & CC&R's 7.10*

**ASSESSMENTS**

Annual assessments are charged to, and due on, a monthly basis by each homeowner, subject to the rights of the Association to accelerate the entire remaining balance of the annual assessments in the event of a delinquency. The assessments are to provide funds for those common expense budget items which include, without limitation, maintenance of all common areas, pool and spa maintenance, landscaping, pest control service for the Common Elements, termite warranty, property and liability insurance, and the maintenance of the exterior of the buildings, roofs, and garages, and any other improvement items the Board approves.

At the end of the calendar year, the association sends every member a copy of the new budget for the next year. Also, a notice will be sent to owners notifying them if there will be an increase or not in the annual assessment for the upcoming year. In addition, the notice will include methods you may use to pay your monthly HOA dues on-line. If owner is for whatever reason unable to arrange payments directly from bank on-line, they will be mailed a personal statement from the management company.

Homeowners are obligated to pay their assessments timely, whether they pay on line or via mail. Payments are due on the 1st of each month, and a late fee of **$15** will be added to any delinquent payment received after the 15th day of the month.

## BULLETIN BOARDS AND MAILBOXES

The Bulletin boards and mailboxes are limited common areas. Bulletin boards are located next to the mailboxes for use by the Association and homeowners. Notices posted by residents shall be removed after 15 days. The Board reserves the right to remove any notice deemed inappropriate. *Please date your notice*. If there is no date on a notice, the Board reserves the right to remove the notice at any time.

The Association is responsible for maintaining the exterior structure of the mailboxes. The homeowners have exclusive use of their private mailbox. Each mailbox lock and key are the sole responsibility of the homeowner who must maintain and replace as needed at their own expense.

## CABLE TELEVISION

Cable is available to the homeowner at his/her own cost. The homeowner must ensure that cables and wires comply with Section 4.1 of the Declaration, including that there are no visible wires on the exterior of the building. All wires must be hidden from view (i.e. wires cannot be run across a roof, etc). Also, be certain to instruct the installer that all cables and/or wires must be underground and if landscape is damaged, the installer or homeowner must replace or repair the damage. Under no circumstances will the cable company be given permission to drill through a structural beam.

## DECLARATION AND RULES VIOLATIONS & FINES

If a homeowner or tenant is in violation of the Rules or Declaration, the homeowners and/or tenant will be notified of the infraction and be given reasonable time to correct it. For some violations a supplemental fine schedule applies. Refer to Fine and Penalty Policy Resolution and Supplement to Fine Penalty Policy and Violation Appeal Process at the end of this document or on the web-portal.

## CLOTHESLINES

Exterior clotheslines are prohibited. Clothes, towels, etc. cannot be hung over balcony or patio to dry.

## CLUBHOUSE RESERVATIONS

The Clubhouse is available to homeowners and tenants for private functions, of a non-business nature on a first come first serve reservation basis. Reserved dates for the clubhouse will be indicated on the calendar found on the web portal. A refundable damage deposit is required. Functions of a social nature open to and exclusively for the Casabella community whether one time or on a recurring basis also require reservations. For such community functions a damage deposit may be waived. The Board-designated representative may establish limits on hours of function, types of functions and number of attendees at the representative's discretion. Reservations may be made through the management

company. Fires in the fireplace are not permitted and rental does not include exclusive use of the pool, spa, or ramada areas. Before any reservation is confirmed, the owner/resident must complete the Clubhouse Reservation Request Form found on the web portal.

## COMMON ELEMENTS RESTRICTIONS

No materials or equipment may be left in the Common Elements. Nothing may be placed by homeowners or tenants on the walls, floors, doors, or ceiling of the Common Elements. Unattended items such as baby carriages or playpens, bicycles, motorized scooters, toys, benches or chairs on any part of the common Elements shall not be permitted. Homeowners take full responsibility for all contractors they hire to do work inside their unit or upon their heating/air conditioning unit, including validating said contractor has proper insurance, license etc. Homeowners are prohibited from hiring soliciting bids from contractors to perform any service in the common elements. (Refer to Appendix B Landscape Restrictions)

## CRIMINAL ACTIVITY

Residents are encouraged to be on the lookout for any criminal activity. If suspicious or criminal activity is observed contact the Scottsdale Police (480) 312-5000 or call 911. Unit Owner is responsible for his/her own defense and that of their tenants and guests. Protection of assets in unit and assigned limited common elements is also the responsibility of the Unit Owner.

## DELIVERIES AND PICKUPS

The Association reserves the right to control and limit entry to the community by trades, delivery, and sales people. Packages cannot be left at the Association Clubhouse. Homeowners accept all responsibility for packages delivered to their residences. Donations to charities must be at individual doors and not at the front entrance to the complex. Any donations left at the front entrance or in front of the Clubhouse may be put in the dumpster, and the homeowner or tenant responsible will be charged for the clean-up.

## ENTRYWAY AND STAIRWAYS

The entryway and stairway are assigned to one or more units for their exclusive use with restrictions. No materials or equipment may be left on the entry or stairs. No pots, plants or decorative accessories may be set on the stairs leading to upstairs units. Only limited potted plants, decoration or seating are allowed in the entryway. <u>It is the resident's responsibility to keep these areas clean and clear of normal debris. Garbage or bagged pet waste should never be left out at any time.</u>

## EXTERIOR CHANGES

The building exterior of a unit is a Common Element. Owners are not permitted to make any exterior changes. The purpose of this restriction is to maintain the architectural integrity of the community. Exterior change violations will be noted by the Management Company and the Board will request, in writing, that the homeowner remedy such violation. If the violation is not remedied within twenty-one (21) days, the Management Company will be notified to remedy the violation, and the homeowner will be billed for the remedial costs and be subject to fines established in the section entitled "CC&R's and Rules VIOLATIONS & FINES".

## FIRE

IF A FIRE STARTS IN A UNIT:
In cases of **FIRE** move from that location and call 9-1-1. Then report the fire to the Management Company using their emergency line. Refer to appendix A “Disaster Recovery Procedures”

## FIRE EXTINGUISHER

The Fire Department can suggest the recommended fire extinguisher equipment to be purchased for you condominium unit. It is recommended that each homeowner have at least one fire extinguisher.

For personal fire protection, a family fire emergency plan may be the best investment you can make: (1) review these guidelines; (2) know your exit routes; (3) have a family fire drill from time to time.

## FITNESS ROOM

The fitness room is available to homeowners and tenants from 6:00 a.m. to 10:00 p.m., on a “first-come, first-served” basis. Check with your health care provider before using fitness facilities. Please follow the instructions for use of the equipment and courtesy guidelines displayed in the fitness room. If you notice any problems with the equipment, please notify the Management Company.

## FLAMMABLE MATERIALS

Fire department regulations stipulate that explosive and flammable materials cannot be stored in residential units. These materials include paint, paint thinner, and gasoline. For your own protection it is requested that violations observed be reported to the Management Company immediately.

## GARAGES

*Residents must park their vehicle in the garage assigned to them before parking any additional vehicle in an open parking space*. (CC&R 4.13) Garages are a limited common element assigned to a specific unit. Storage is permitted in garages only to the extent that the storage does not hinder the parking of a vehicle. Garage doors must be closed when not in use. Owners are not permitted to hang, place or attach any object to the exterior of the garage doors, or garage buildings, except entry keypads that control garage door openers. Protection of assets in the garage is the responsibility of the Unit Owner.

Maintenance, repair, and replacement of garage door and garage opener are the responsibility of Unit Owner. Replacement door must match original pattern and material (refer to web portal; Suggested Vendors). Noticeable damage to the exterior of garage doors must be repaired by owners within 30 days of the occurrence of such damage. Noticeable damage includes any large dents or scratches, areas of chipped or peeling paint, or any damage that prevents the door from operating properly. An Architectural Design Request must be made and Approved prior to replacement.

## IMPROVEMENTS (NON-STRUCTURAL)

Owners may make non-structural additions and improvements within his/her unit, without the prior written approval of the Board which are not visible from the exterior of the Building in which the Unit is located. Non-structural items include adding or changing wall coverings and floor coverings. In consideration of owners in downstairs units, no hard flooring (tiles, hardwood, laminate, vinyl, etc) is allowed in the following areas of upstairs units: dining room (not including entry), living room (not including fireplace surrounds) or bedrooms. In undertaking any non-structural work, the Unit Owner must abide by the following rules:

1. All work must follow the restricted seasonal times. Refer to Noise Control, Construction Work Hours.

2. No subcontractors are permitted to park in the Common Elements of the Community, except in unassigned parking spaces. Parking in front of garages, along the curb, or in roadways is strictly prohibited.

Unit Owners are responsible for any costs incurred by any other Unit Owner or the Association as a result of the owner doing structural or non-structural additions, alterations, and improvements within his/her unit. This includes the costs of repairing damage, towing costs, or any other incurred for inconvenience to other Unit Owners of the Association (such as noise, odors, or inability to live in an adjoining unit.)

## IMPROVEMENTS (STRUCTURAL)

Pursuant to Article 4.3 (A) of the Declaration, no person shall make any structural additions, alterations or improvements within a Unit without the prior, written approval of the Board. (Refer to Architectural Control) Structural items include any work which affect, in any way, any Common or Limited Common Elements (garage, balcony, patio) and include work, such as:

1. Adding, removing or altering any interior walls.
2. Adding, removing or altering any exterior doors or windows.
3. Adding, removing or altering any plumbing fixture.
4. Adding, removing or altering any exterior electrical outlet.

The Board of Directors may, in its sole and absolute discretion, determine whether or not an item is of a structural or non-structural nature. Requests for approval for structural changes must be submitted to the Board in writing including details of the work to be done, drawings if appropriate, names and addresses of subcontractors to perform the work including a copy of their insurance certificate, and the dates when the work is scheduled.

## INSURANCE

The Association carries a blanket insurance policy. The policy carrier and deductible are subject to change each year. Property insurance is carried on the Common Elements and Units, exclusive of improvements and betterments that were not part of the original construction. Owners are encouraged to obtain their own insurance policies covering their units and the contents therein. Refer to web portal folder Governing Doc and the 2018 Water Leak and Insurance Deductible Policy. As well check with your insurance agent or carrier to ensure you obtain the correct type of insurance, including coverage for the improvements and personal belongings in your unit and the Association's insurance deductible, should there be a water leak or other damage causing event originating or sustained in your unit. Your own personal homeowner's policy may or may not cover your liability for deductible amounts. You should consult with your insurance carrier or agent to determine if coverage is available to pay the deductible in such water damage or other casualty loss cases. Refer to Appendix D "Controlling Water Damage"

The current Association casualty insurance policy has a deductible of $10,000. This may change from time to time and you should periodically ask the Association for the current amount to ensure that you are aware of the amount.

## LANDSCAPE MAINTENANCE

Landscape maintenance at Casabella Condominiums includes mowing, fertilizing, trimming, raking and irrigation service to the Common Elements. Homeowners and tenants may not plant anything (including

plants or vegetation of any kind or type) in the Common Areas. Homeowners and tenants shall not interfere with any of the landscape contractors. All concerns about landscaping, should be made to the Property Manager or to the Board at a regular open meeting. Do not attempt to direct any landscape employees while they are trimming, planting, maintaining or otherwise working in the common areas. Under no circumstances are vehicles of any type, including bikes or motorcycles, permitted on the lawn or other landscaped areas. Further, homeowners or tenants may not modify any irrigation system or adjust irrigations time clocks. If you see an irrigation problem, please contact the Management Company immediately. (Refer to Appendix B "Landscape Restrictions" and Appendix C "HOA Service Inspection")

**LEASING**

No Unit Owner may lease less than his entire Unit which includes the garage for parking. Leasing of any unit for a period of less than 30 days is prohibited by the overriding Master Association MRPOA (McCormick Ranch Property Owners Association).

Prior to commencement of the lease, the Owner or the Owner's agent who has been designated in writing to act as the Owner's agent with respect to the rental Unit, shall provide the Association with: (1) the first and last names of the adult occupants of the Unit; (2) telephone numbers and email addresses for the occupant(s), if any; (3) the beginning and end dates of the lease; and (4) a description and license plate information of the tenant's vehicles. The Association managing agent may charge a $25.00 fee to the Owner associated with processing such information. All leases shall be in writing and shall provide that the terms of the lease are subject in all respects to the provisions of the Condominium Documents (i.e., Declaration, Rules, etc.), and any failure by the lessee to comply with the terms of the Condominium Documents shall be a default under the lease. (Rental Registration Form found on the web portal.)

**MOTOR OPERATED TOYS, SKATE BOARDS AND SCOOTERS**

For resident wellbeing, motor-operated scooters, powered toys and skate boards are prohibited in the Common Elements at all times.

**NOISE CONTROL**

After 10:00 p.m. no loud noises or shouting shall be permitted that is an annoyance to others in the Common Elements, including the pool area, tennis, etc. or in any unit. If your neighbor is having a loud, noisy party or has a dog that barks continuously and is disturbing you, call the Scottsdale Police Department. This is a "disturbance of the peace" issue with a hot line phone number 480-312-5000. Whatever the problem, whenever you find it necessary to call the police to the property please notify the Management Company (during business hours) as promptly as possible after the incident.

**NOISE CONTROL Continued…**

## CONSTRUCTION WORK HOURS

Rule to align with current City of Scottsdale Building Codes regulating the times construction activity may start and stop.

**Summer Hours**: Summer hours shall begin April 1st and shall be in effect through October 31st. No work shall commence prior to 6:00am nor continue after 7:00pm, Monday through Friday. Work on Saturday and Sunday shall be restricted to 7:00am through 7:00pm. Sunday work shall only be conducted when the applicant demonstrates in writing justifiable cause for this work.

**Winter Hours**: The remaining portion of the year not designated as summer hours shall be winter hours. No work shall commence prior to 7:00am nor continue after 5:00pm Monday through Friday. Work on Saturday and Sunday shall be restricted to 8:00am through 5:00pm. Sunday work shall only be conducted when the applicant demonstrates in writing justifiable cause for this work.

**Variances**: Upon written request a variance may be granted from these times if just cause can be demonstrated that work must be done outside prescribed time period. Such variance shall not be granted based solely on convenience.

## OUTSIDE SPEAKER, RADIO, AND ELECTRONIC DEVICES EMANATING SOUND

No radio, stereo or other broadcast unit of any kind and no amplifiers or loudspeakers of any kind shall be placed, allowed or maintained outside, or be directed to the outside of the unit without prior Board approval. This includes all areas of limited common elements such as patio or balcony and all common areas such as the pool.

# PARKING AND VEHICLE RULES

## RESIDENT VEHICLES

Permissible vehicles belonging to Residents must be parked in the garage assigned to their Unit or other unassigned non-garage parking space. Arizona Law allows HOA's to require Residents provide a description and license plate number of all vehicles that they intend to keep on site. Residents include any person who occupies a unit, whether on a full time or part time basis, including tenants. Residents

do not include visitors or guests of occupants. Although the Unit Owner is ultimately primarily responsible for compliance of their tenants, guests and invitees, the owner of any vehicle parked in violation of the Declaration or rules and regulations, including these parking and towing rules, shall be responsible for all costs associated with towing of at vehicle.

## ON-STREET PARKING PROHIBITED

On-street, curbside parking is prohibited. No vehicle may be parked on any street in Casabella Condominiums, curbside, in a designated fire lane or in any manner that hinders or otherwise restricts access to any other vehicles including, without limitation, emergency or garbage collection vehicles. Public safety, public utility, and telecommunications vehicles allowed by Arizona State law to park in streets shall not be subject to this restriction.

## HANDICAPPED PARKING SPACES

No vehicle may be parked in any marked handicapped parking space unless the vehicle displays a valid handicapped parking placard or valid handicapped license plate. Vehicles parked in violation of this rule shall be subject to immediate towing.

## GUEST PARKING

Guest parking is restricted to unassigned parking spaces or in the Resident's assigned garage parking space. Residents shall have the responsibility to inform their guests of the parking rules and regulations.

## DISABLED, INOPERABLE AND STORAGE OF VEHICLES

No vehicle that is disabled, inoperable, or lacks current registration may be parked, stored or repaired in the Condominium, except in an enclosed assigned Garage parking space. This includes vehicles with flat tires, wrecked vehicles, vehicles with broken windows, no plates or expired registration. Only temporary emergency repairs are allowed. No vehicle that is parked on the street or anywhere, other than an assigned garage, may use a vehicle cover regardless of whether such cover is intended for temporary use or otherwise and regardless of the cover's color or whether it is custom made for the vehicle as per Master Association MRPOA and the City of Scottsdale. Should you have a problem with a vehicle and you need time to take care of the issue, you will require written approval from the Board of Directors.

## PROHIBITED VEHICLES

Boats, golf carts, trailers, motor homes, or any other recreational vehicles shall not be parked overnight on any part of the property other than in an assigned garage parking space.

**Additional Prohibited Vehicles:** Vehicle Prohibited by any of the following Criteria;

1. Any vehicle class 3 or higher with load rating exceeding ¾ ton
2. Any vehicle or trailer too big to be parked in the assigned garage space
3. Truck, Van, or Full-size SUV that displays a sign, logo, phone number, or email
4. Truck, Van, or Full-size SUV with utility rack located on the vehicle
5. Truck, Van, or Full-size SUV with work equipment visibly stored in or on it

The board reserves the right to determine if any vehicle or trailer is prohibited from parking on a case by case basis. (Refer to CC&R's 4.12)

## ABANDONED VEHICLES

Any vehicle that is apparently or obviously inoperable, in a state of despair, and has not moved for 48 hours will be considered abandoned. An abandoned vehicle is any vehicle which: Is inoperable, dismantled, wrecked, or on blocks or similar device; or does not display current license plate; or has a deflated tire. Such vehicles will be subject to towing.

## MECHANICAL REPAIRS

Only temporary emergency repairs to vehicles will be allowed in parking areas. Such repairs must be completed within twelve (12) hours. The surface of the parking area is to be kept clean of grease and oil. Homeowners will be assessed for all amounts incurred by the Association in cleaning or repair to the parking areas caused by a vehicle, including repairs or maintenance. Changing of oil or other fluids in vehicles is not permitted.

## WASHING OF VEHICLES

Washing of vehicles is not permitted in the parking areas or driveways. Washing of vehicles in the parking lot erodes the asphalt.

## MOTOR OIL AND HAZARDOUS FLUIDS

Residents shall not permit oil or other hazardous fluids to drip or contaminate the asphalt or any other are in the Condominium. Residents are responsible for keeping their garages and unassigned parking spaces clean and free of contamination from their vehicles. Residents shall not dispose of motor oil or other vehicle fluids or waste anywhere on the property, including down the drywells.

## TOWING AND REMOVAL OF VEHICLES

Pursuant to Section 4.14 of the Declaration, vehicles parked in designated “No Parking” areas, designated fire lanes, or otherwise in violation of these Parking Rules, Regulations and Penalties or the Declaration shall be subject to being towed at the sole expense of the owner of the vehicle without further notice. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association upon demand by the owner of the vehicle or equipment. The Association shall not be responsible or liable for any damage or other costs associated with or related to a vehicle being towed.

## PATIO AND BALCONY

The homeowner must keep his/her patio and balcony clean and free of litter, weeds and animal waste. Wind chimes are not allowed. Rugs, towels, swim suits, etc. cannot be hung on the walls. Shades of any kind are not allowed or any exterior wall, window or patio covers. No pots, plants or decorative accessories may be placed on any exterior balcony railing or patio wall, or set on the stairs leading to upstairs units. In accordance with City of Scottsdale Code, no person shall use individual fixed or portable, LP-gas burners or barbecues on or under any attached covered patios, balconies, entryways, stairs, or roof overhangs. Electric grills or barbecues are allowed for use on patios. It is recommended for this activity that a multi-purpose - ABC type fire extinguisher be located in a readily accessible location.

## PATIO AND BALCONY DECKS

Painting or covering balcony or patio deck with any material (laminate, tile, outdoor carpet, etc.) requires prior approval of the Architectural Design Committee. Submit Request Form found on the web portal.

## PATIO AND BALCONY CEILING FAN

Permanent Variance: CC&R’s Article 4.21

Installing Balcony/Patio Ceiling Fan requires prior approval of the Architectural Design Committee. Submit Request Form found on the web portal. Following are restrictions which will apply;

1. Electrical wires in conduit and serviced from Ground Fault Circuit Interrupter GFI
2. Fan must be manufactured for outdoor use either damp-rated or wet-rated.
3. Any attached lighting must be low glare and low wattage
4. Submit photo of color, style & appearance of fan with request.

The board reserves the right to determine if the conditions of this variance are properly met on a case by case basis.

## PAVERS AND STEP STONES

Casabella Unit Owners are assigned their patios and balconies as a Limited Common Element for their use with restrictions as stated in our Condominium Documents. The area beyond the ground level patios is Common Area and also subject to restrictions. Brick or concrete pavers or step stones laid in (turf) Common Area by Unit Owners, or tenants without written Board Approval are a violation of these restrictions and if not removed the Unit Owner will be subject to fine.

### Permanent Variance: CC&R's Article 4.21

Pavers and Step Stones placed in granite areas off patios are approved by the Board with the following restrictions and conditions;

1. They DO NOT impede the maintenance and care of turf, plants, and irrigation.
2. They are NOT excessive in size or number.
3. They are installed at the level of the surrounding grade.

The board reserves the right to determine if the conditions of this variance are properly met on a case by case basis.

## PETS

There is a limit of not more than two (2) cats OR (2) dogs OR one (1) cat and one (1) dog within a unit provided the homeowner abides by the provisions of the Declaration and all City, County and State Animal Laws. Maximum mature weight for each pet is 40 pounds except for assistance dogs. Animals must be leashed or caged when outside the unit. All droppings must be picked up immediately and disposed of properly. Aggressive dogs showing a propensity for viciousness and danger, and other animals known to be aggressive and/or exotic animals are prohibited from all areas of Casabella Condominiums. In addition, no person shall keep a dog within the City limits which is in the habit of barking or howling or disturbing the peace and quiet of any person within the City. Complaints regarding these issues should be directed to the City of Scottsdale. (see NOISE CONTROL) Homeowners are prohibited from feeding wild animals such as birds, feral cats, javelinas, and coyotes on the premises.

## PLUMBING MAINTENANCE

Any owner, member of the owner's family, owner's resident(s), tenants(s), or guest(s) is prohibited from throwing or flushing any foreign object (i.e. any item that is not intended to enter into the sewer/plumbing system, including but not limited to female hygiene products, and paper products, other than toilet paper.

In the event that any foreign object (as discussed in paragraph 1 of this section) has caused the need for repair or service upon a sewer or plumbing line that serves the common element or forms part of any system serving more than one unit, the cost for such repair or service shall be charged and assessed against such Unit Owner and such assessment shall constitute a lien against the owner's unit.

## POOLS AND SPA RULES

The pool and spa areas are open from 8:00 a.m. to 10:00 p.m. Pool and spa use is at your own risk. No lifeguard is on duty. No diving is allowed. Anyone who notices a person or persons using these premises that are not residents, or are not accompanied by a resident, is urged to call the Management Office. Refer to rules posted at the pool.

THE GATES AT THE POOLS MUST ALWAYS BE CLOSED AND LOCKED

Children under fourteen (14) years of age are not allowed in the pool area without adult (age 18 or older) supervision. No children under 5 are allowed in the spa. A pool key must accompany homeowner or tenant to pool at all times. Do not duplicate your key, or loan or make a new key for another individual. If you do so, you may be responsible for the cost of re-keying the pool gate to prohibit the use of the pool by unauthorized individuals.

There is a **$10.00** replacement fee for the lost pool/clubhouse keys. **NO GLASS objects of any kind** (including juice, pop and beer bottles) are allowed in the pool or spa area. No skate boards or roller blades are to be used in the area. No loud voices or music anytime or voices audible from adjoining units at pool area after 10:00 p.m. Noise must not disturb other residents. Absolutely no pets are allowed in the pool area (other than assistance dogs).

No diving in the pool. No running or jumping on floats is allowed. Pool furniture must remain in pool area. Guests must be accompanied by the homeowner or tenant. No smoking while in the pool or spa. Babies must use leak-proof diapers while in the pool. Swim attire must be worn in the pool. Cutoffs and street clothes are not permitted. Do not plug radios or any other appliance into electrical outlets at the pool.

The manufacturer recommends limited use (15-20) minutes of the spa. Check spa temperature prior to use. Be sure the time is off after use. Persons with health problems or pregnant women should consult their physician prior to use. Proper attire is required. No glass in the pool or spa area. Use of alcohol is prohibited in the spa area.

## SCREEN DOORS AND SECURITY DOORS

Any homeowner who wishes to install a screen door or security door must have prior, written approval. (Refer to web portal; Security Door Specifications and Architectural Design Request Form) If an unapproved door is installed, the homeowner will be subject to a fine and removal of the door at the request of the Board. Screen and security doors must be properly maintained. Doors must have closures (locks) and be kept clean and in proper repair.

## SEASONAL DECORATIONS

Holiday lighting and decorations that directly correspond to a specific and generally recognized event may be displayed for a period of 7 days preceding the specific calendar holiday and must be removed within 3 days following the said holiday. The only exception is for holiday lighting and decorations for holidays that fall in the month of December. As to such holidays, lighting and decorations may be put up as early as the immediately preceding Thanksgiving Holiday and must be removed no later than January 7th of the immediately following January. Criteria as per Master Association MRPOA. Decorations shall remain subject to review by the Board and may be disapproved for any reason.

## SIGNS

Signs, notices, advertisements or posters of any kind shall not be placed on Common Elements without the prior written consent of the Board. For Sale, For Rent and For Lease signs: A.R.S. Section 33-1261, allows an Owner to display a commercially produced “For Sale”, “For Rent” or “For Lease” sign in the industry standard size not to exceed (18”X24”) and one sign rider not to exceed (6”X24”) on the owner’s property. Signs that are not commercially produced are prohibited. Political signs may also be displayed in an Owner’s Unit or Limited Common Element doors, walls or patios that touch the Owner’s Unit in accordance with A.R.S. Section 33-1261.

## STORAGE

Storage of any materials is strictly prohibited on patios and balconies. Storage includes storage sheds, boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators and toys and bicycles. Storage is not allowed in unassigned parking areas. Moving Pods and/or dumpsters are permitted with prior written consent of the Management Company and are only allowed on the property in designated areas for reasonable periods of time. Management reserves the right to set time limits for Pods and/or dumpsters. Storage is permitted in assigned garages only to the extent that the storage does not hinder the parking of a vehicle.

## TEMPORARY ON-SITE STORAGE AND DEMOLITION MATERIAL CONTAINERS

Property Owners may with prior HOA approval temporarily store household items or construction materials using portable storage/moving containers (PODS). Additionally, material demolition waste containers may be placed with the following restrictions:

1. Containers visible from the street, common areas or neighboring properties may be stored for no more than two (2) weeks in any given [calendar] year by a Unit Owner. If longer-term storage is needed, the Unit Owner must contact the HOA for approval of an extension prior to the expiration of the time limit.
2. The location for such containers will be determined by the HOA.
3. Containers may not be placed in the street or curbside without HOA prior approval. (continued...)
4. Containers must be registered with the Association prior to delivery to the property.
5. No more than two containers may be present at one given time on the property.
6. No wooden crates or soft-sided containers are allowed.

## TENANTS

Tenants, like owners, are required to observe the Declaration and all Rules adopted by the Association. The homeowner is responsible for the tenant's and tenant's guest's behavior. The homeowner is responsible for fees, fines, attorney costs, etc. that may be imposed or incurred due to tenant noncompliance with the Declaration, Rules and other Association governing documents. Owners are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents. Additional copy these rules are available from Management Company at a cost or they can be downloaded from the web portal. (Rental Registration Form found on the web portal.)

## TENNIS COURTS

Tennis courts are to be used only for the games of tennis and/or pickle ball and no other activity. The tennis court hours of use are 8AM-10PM by the sign-in reservation list only. The tennis courts and court lighting are not to be used at any other time. Tennis/pickle ball players are to be Casabella residents/guests only. Please do not use the courts or turn on/off court lights before or after approved hours. Quiet hours are in effect from effective between the hours of 10PM-8AM. Please follow the rules posted at the court.

## TRASH DUMPSTERS

1. Residents are required to bag trash, break down boxes, and make sure the door to the dumpster is closed securely after use. If a dumpster is full, please place trash in another receptacle. Trash placed outside the dumpster will not be picked up and is not allowed.

2. Do not place or discard batteries, tires, oil, transmission fluid, paint, hazardous waste, remodeling debris, furniture, appliances, TV, or mattresses in the dumpster or in the dumpster area. The removal of these items is the homeowner's responsibility. If left owner will be charged for all removal cost.

3. Dumpster lids and doors are to be closed after use. When lids are left open, odor and flies increase and are a nuisance and health hazard to all residents. Please toss trash to the back of the dumpster.

4. Let your contractor know that disposal of refuse like drywall, carpeting, and tiles, etc., into HOA dumpsters *is not permitted*. Haul away of refuse is their responsibility. Dumpsters are for the exclusive use of residents and HOA. Report to management company any unauthorized dumping you see, get a name or license plate number if you can

## WATER LEAKS

Internal leaks in Units, whether caused by malfunctioning plumbing or heating and cooling systems or other causes, are the responsibility of the Unit Owner. If the water damage originates in a Unit as a result neglecting to properly maintain the Unit, such as neglecting to inspect the hot water heater and

repair, or replace as necessary, prior to it failing and causing damage, and the water leak damages the Common Elements and/or another Unit, the Owner of the Unit where the leak originated will be responsible for all damage, to the extent not covered by the Association's insurance, and the Owner shall be responsible for the insurance deductible. The Owner is responsible for repairing the Unit, to the extent any damages or repairs are not covered by the Association's insurance policy. Leak incursions from one unit to another, whether up and down or side by side, are the joint responsibility of the affected homeowners. In case of an emergency, the Section 3.8 of the Declaration authorizes the Association, or its representative, to enter Units. (Refer to appendix A "Disaster Recovery Procedures" and appendix D "Controlling Water Damage")

**WILDLIFE**

Residents need to be aware, and on guard at all times for their personal wellbeing and the wellbeing of their visitors and pets. Casabella is located in an area that is the natural habitat for various wildlife. These include bees, bobcat, coyote, hawk, javelina, owl, scorpion, and snakes. Do not feed or leave food out for these animals or for birds which are prey for such animals. Stay clear of any wild animals acting aggressively or with their young. If you see wildlife nesting, sheltering, swarming, or continually return to the property contact the Management company. Take no action on your own.

**WINDOW COVERING AND WINDOW SUN SCREENS**

No aluminum foil, sheets, newspaper, window film, tablecloths or other materials shall be used for window coverings that are visible from the exterior of the unit. All window coverings visible from any street, Common Element or neighboring unit must be white blinds or replacements as approved by the Board. In accordance with the Declaration and to maintain the architectural integrity of the community, all sunscreens must remain secured without any rips, tears, or damage. All screens are to remain the same color throughout the community as when the condominium community was developed and designed. It is the homeowner's responsibility to maintain and replace window sunscreens that are damaged or showing signs or weathering. Shades of any kind are not allowed on any exterior wall, window, or patio cover.

**WINDOWS**

Pursuant to Article 4.3 (A) of the Declaration, all windows are the responsibility of the homeowner. The homeowner must maintain and replace all windows in accordance with the Improvements (Structural) section above. Refer to web-portal folder on Remodeling and Repairs before you consider replacement windows. An Architectural Design Request must be made and Approved before you begin.

## COMPLIANCE WITH THIS RESOLUTION

Each Owner is required to follow the Rules and Guidelines stated above. Failure to do so may result in the Owner forfeiting any claims against the Association and being held responsible for any costs or expenses incurred.

*Appendix A*

*Disaster Recovery Procedures*

*When damage occurs to the interior of your unit from either FIRE or WATER immediately follow these instructions:* It is very important that you follow these steps in order to get the best service and quickest response.

1. In cases of **FIRE** move from that location and call 9-1-1. Then report fire to the Management Company at their emergency line. And then send e-mail the Property Manager.

2. In cases of **LEAKING WATER** close the outside water shut off valve for your Unit. Then call the Management Company emergency line and e-mail the Property Manager. It is important you know where the outside water shut off for your unit is located and that it is accessible. Know also that valve likely shuts off water to the unit above or below yours.

3. *Management Company will* notify a Restoration Company who will be dispatched to your unit to begin needed clean up. DO NOT call a Restoration Company on your own as this is the responsibility of the HOA. Contacting a non-authorized company will only delay the service and later cause billing issues.

4. *Management Company will* notify the HOA insurance company and an adjuster will be sent to your unit. At that time, you will be given a claim number by the community manager and contact information for the adjuster.

5. Then you contact your personal insurance company and report the incident. Remember your insurance is responsible for all personal property and improvements and betterments in your unit. Also, you as Unit Owner may be responsible for the HOA deductible. Refer to the Web Portal for the document “2018 Water Leak and Insurance Deductible Policy”.

## *Appendix B*

## *Landscape Restrictions*

1. All pavers, step stones, signs, or objects in the turf areas will be removed and not replaced.

2. Pavers or step stones properly installed in granite areas are allowed by permanent variance. Refer to: Rules and Regulations; on Pavers and Step Stones for proper installation.

3. Desert plants such as agave, aloe, cactus, and most species of yuccas, which appear in the common areas, will be continually and permanently removed.

4. Rogue plants (those not planted by the HOA) growing in the common area, off patios, or near entry ways will be removed. Residents are not allowed to plant anything anywhere in the common area. No objects (such as ornaments, decorations, monuments, etc.) can be placed in the common area.

5. Residents may not interfere with the cutting/trimming of trees or plants in the common area by maintenance people. Decisions on how, when, and where bushes are trimmed will be made by the landscaper. Efforts will be made so that plants look the same throughout the entire property.

6. Residents may not trim or alter any trees or plants in the common area, or modify any irrigation system lines or controls. If you see a landscape/irrigation problem contact the Management Company. Refer to Rules and Regulations on Landscape Maintenance.

7. Resident may place a limited number of potted plants off patio or entry way. These will be the responsibility of the Unit Owner and no special drip lines to these pots will be allowed. Potted plants which interfere with irrigation or landscape maintenance will be removed.

8. Areas that have lost plants due to failed irrigation may have new plants installed by the board chosen from a list of acceptable plants ideal for the specific location.

# *Appendix C*

## *HOA Service Inspection*

*When work is done by or hired by a Unit Owner and is performed in on or around the common area such work performed falls under the authority of the Architectural Design Committee and the HOA Board. At Board discretion an inspection may be performed.*

**Why an Inspection?**

Windows and exterior doors that are not installed properly have resulted in leaking and damage to units. Also, windows and doors not meeting established design standards and specifications blemish the aesthetic uniformity required by the HOA.

Roof maintenance on AC and satellite TV is allowed. Unfortunately, careless service persons have damaged our foam roofs and broken tiles resulting in roof leaks.

Landscape repair and maintenance is our largest expense. Careless or uncaring service persons cannot be allowed to damage, dump, and scar our common area.

1. Installation of replacement windows, exterior doors, and roof mounted satellite TV receivers all require an *Architectural Request Form* be submitted and approved before any work begins. Any installation done without prior written approval and upon inspection is found not to comply with specifications or to have caused or later cause damage to common area or other units; the cost of any corrections and repairs will be accessed to the Unit Owner. CCR's Article 4.3
    a. Refer to on-line document- *Architectural Design Request Form.pdf*
    b. Refer to on-line document-*Replacement Window Speciifications.pdf*
    c. Refer to on-line document-*Security Door Specifications.pdf*
2. When an A/C service person, TV installer, or real estate inspector is hired by an owner they must access the roof at the designated access point. If the roof is not mounted properly an HOA inspection may be ordered and later any costs incurred by the HOA for repairs and the inspection will be assessed to the Unit Owner responsible. CCR's Article 4.3
    a. Refer to on-line document- *Roof Access.pdf*
3. Damage or mess to the landscape or common area as a result of carpentry work, demolition, moving in, moving out, painting, tile installation, carpet installs, and any other work: The Unit Owner is the one responsible for such damage or mess. Thus, the owner will be assessed for any costs incurred by the HOA in repairing damage and/or cleaning up mess. CCR's Article 4.3

*Appendix D*

*Controlling Water Damage*

With an aging development, issues are beginning to arise in the Units. Owners have a responsibility to perform periodic maintenance, repairs and upkeep of their Units. The most significant issue needing attention lately involves water damage originating in individual Units caused by leaking or failing hot water heaters.

Section 5.1(B) of the CC&Rs requires Owners to maintain, repair and replace the hot water heaters servicing their Unit. The hot water heaters, in many cases, are located behind drywall in the Units and have never been inspected. Cutting through the drywall is necessary in such instances to access the hot water heaters. Due to the age of the hot water heaters, which are now beginning to fail, it is necessary to inspect them to ensure they are operating properly and do not require repair or replacement. This means that Owners may need to cut through the drywall to perform the inspection and repair or replace the hot water heater, as necessary.

If the water damage originates in your unit as a result neglecting to properly maintain your Unit, such as neglecting to inspect the hot water heater and repair, or replace as necessary, prior to it failing and causing damage, and the water leak damages not only your own unit, but other units and/or Common Elements, you will be held responsible for the damage pursuant to the CC&Rs, including Section 5.2, and Arizona law. Water damage due to failed hot water heaters results in costly repairs to the Community. There is no guarantee that insurance, whether obtained by the Association or the Owners, will cover such claims. Therefore, Owners should take all necessary steps to avoid causing water damage to the Units and Common Elements. Some of these steps include, but are not limited to:

**IMMEDIATELY INSPECT YOUR WATER HEATER**

It is highly recommended that you immediately inspect your hot water heater. This may include cutting through the drywall to access the hot water heater. If damage occurs by a failing hot water heater servicing a Unit, the Association will consider an Owner's failure to inspect, and repair or replace the hot water prior the damage occurring as negligence on the part of the Owner. Pursuant to Sections 5.2 and 7.1(E) of CC&Rs and Arizona law, the Association will charge the responsible Owner for all amounts the Association incurs to perform any repairs that is not covered by insurance.

The Association cannot recommend contractors to address these issues for you. Owners are responsible for contacting and hiring their own contractors to properly maintain and repair their Units, including all water and plumbing fixtures therein.

More next page……

**GUIDELINES RELATING TO MAINTAINING UNITS TO HELP PREVENT WATER LEAKS AND DAMAGE AND INSURANCE CLAIMS**

1. Each Owner should install steel-braided hoses with steel connectors and ball valve shutoffs at the wall connecting any and all bathroom or kitchen sink(s) to its water supply.
2. Each Owner should install copper or steel-braided hoses with steel connectors on any and all dishwasher water connections.
3. Each Owner should install copper or steel-braided hoses with steel connectors on any and all water heater connections.
4. If an Owner leaves a Unit vacant for three (3) or more consecutive days, the Owner should turn off the supply to all internal water fixtures and/or turn off the master water supply to the Unit.
5. If an Owner leaves a Unit vacant for more than two (2) weeks, the Owner should have a person perform weekly inspections of to ensure that no water leaks or other damage has occurred.
6. Each Owner shall provide the Association with an emergency contact person with appropriate contact information, including telephone number.

**CASABELLA CONDOMINIUM ASSOCIATION**

**FINE AND PENALTY POLICY RESOLUTION**

A. In accordance with the Casabella Condominium Association's ("Association") authority granted under Section 7.10 of the Declaration of Condominium and of Covenants, Conditions and Restrictions ("Declaration"), Section 8(b) of the Articles of Incorporation, Section 3.11 of the Bylaws, and A.R.S. ' 33-1242, the Association through its Board of Directors, hereby adopts this Fine and Penalty Policy and has determined that the fines and penalties set forth herein are reasonable and appropriate to deter and curtail violations of the Association's Declaration, Articles, Bylaws and Rules (collectively, the "Governing Documents"). This Fine and Penalty Policy supersedes and replaces all prior fine or violation policies.

B. Notwithstanding any other provisions of the Association's Rules to the contrary, the following provisions apply regarding the imposition of reasonable fines and penalties. Each Owner is encouraged to become familiar with the Association's policy regarding fines and penalties and to ensure that all residents, family members, tenants, guests, invitees, licensees and agents are familiar with and adhere to the same.

C. Written notices will be sent to the Owner and/or Owner's designated agent at the mailing address as it appears in the records of the Association as maintained by its management company at the time of the notice.

D. Any infraction of the Governing Documents by an Owner, resident, family member, tenant, guest, invitee, licensee or agent shall result in a reasonable and appropriate fine or notice imposed against the applicable Owner as follows (in addition to any other penalties, disabilities or remedies available to the Association):

(1) **First Offense**: Written warning and notice that a $50.00 fine will be imposed if the violation is not corrected by the deadline in the letter.

(2) **Second Offense**: $50.00 fine and notice that a $100.00 fine will be imposed if the violation is not corrected by the deadline in the letter.

(3) **Third and Additional Offenses**: $100.00 fine and notice that the fine will continue on a daily basis until the violation is corrected by the deadline in the letter.

(4) **Continuing Offenses**: Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be an additional offense each day until remedied, and shall be subject to a minimum $100.00 fine each day. An offense that recurs within six (6) months of the original offense shall be deemed to be a continuing offense and subject to an additional minimum $100.00 each day the offense continues, after notice and an opportunity for a hearing have been provided.

E. Nothing herein prohibits the Association from deviating from this Fine and Penalty Policy, or taking any additional enforcement or other action as authorized under Arizona law and its governing documents, if the violation at issue affects the health, safety, or welfare of the community or its residents. The Association also reserves the right to impose fines and penalties in amounts different than those herein if the Board determines that the severity of the violation warrants a different amount.

F. Any fine not paid by its due date, as set forth in the other Governing Documents or as set by the Board, will be enforced in accordance with the provisions in the Governing Documents and Arizona law.

G. Notice. Violation letters notifying Owners of the monetary penalties or fines imposed upon an Owner shall allow notice and an opportunity to be heard prior to imposition of the fine. The notice requirement is satisfied by mailing a copy of the violation notice, postage prepaid to the applicable Owner, the Owner's designated agent, to the Owner's address last appearing on the books and records of the Association, or supplied by such Owner to the Association for such notices, or to the extent otherwise provided in the Declaration.

H. Opportunity for a Hearing. The hearing requirement is satisfied by allowing an opportunity for the Owner to be heard by the Board of Directors. To initiate this appeal process, the Owner must send the Association a written notice to the address listed on the violation letter that the Owner is requesting an appeal of the violation. The notice must be received by the Association within **21** calendar days of the date of the violation letter. The Association will then provide the Owner with the date of the meeting at which time the Owner can be heard. Failure of the Association to receive notice of the request for a hearing by the Owner will constitute a waiver of the right to a hearing by the Owner. In the event of a hearing, any determination by the Board shall be conclusive.

I. Notwithstanding this policy, the Association can employ legal counsel at any time to pursue violations of the Governing Documents or for any other matter the Association deems necessary to protect and enforce the rights of the Association.

J. Supplemental Fine Policies/Schedules: The Board may adopt supplemental fine policies/schedules (or amend this Policy) to address specific violations in the community (i.e. parking, rentals, architectural violations, etc.). If a supplemental fine policy is not adopted, this Policy and schedule shall control

K. In accordance with A.R.S. ' 33-1242, in the event the infraction of the Governing Documents pertains to the condition of the owner's property, the owner may provide the Association with a written response to the notice of violation by sending the response via certified mail to the Association in accordance with the relevant statutes. Upon receipt of such a response, and unless the Association has already provided the following information to the owner, the Association shall thereafter refrain from taking any enforcement action until such time as the Association secures an emergency order from a court of competent jurisdiction and/or provides the owner with the following information:

(1) The provision(s) of the Governing Documents that has allegedly been violated;

(2) The date of the violation or the date the violation was observed; and

(3) The first and last name of the person or persons who observed the violation.

(4) The process the Owner must follow to contest the notice.

(5) The Owner may file a petition for an administrative hearing on the matter with the Department or Real Estate pursuant to A.R.S. § 32-2199.01.

If the Association has provided the foregoing information to an Owner in a notice of violation prior to receiving the written response from the Owner, then the Association will be deemed to have complied with A.R.S. ' 33-1242, and the Association may proceed immediately with enforcement action.

This Fine and Penalty Policy was adopted by the Board of Directors at an open meeting held on September 9, 2019, and shall remain effective until such resolution is modified, rescinded or revoked.

CASABELLA CONDOMINIUM ASSOCIATION

SUPPLEMENT TO FINE AND PENALTY POLICY RESOLUTION

| | **First Offense** | **Second Offense** | **Third Offense** | **Continued Offense** |
|---|---|---|---|---|
| General Policy | *Written Warning*<br>21 Days to Appeal or Correct Violation | $50 | $100 | $100 each Day |
| Contractor Damage or Dumping on Common Area | *Immediate Warning*<br>48 Hours to Appeal or Correct $100 Fine | $150 | $150 | $200 each Day |
| Non-Allowed Vehicle Parked on Property | *Immediate Warning*<br>24 Hours to Appeal or Correct $50 Fine | $50 | $100 | $100 each Day |
| Short-Term Rental of Less than 30 Days | *Immediate Warning*<br>24 Hours to Appeal or Correct $400 Fine | $500 | $600 | $800 each Day |

This Supplement to Fine and Penalty Policy was adopted by the Board of Directors at an open meeting held on September 9, 2019, and shall remain effective until such resolution is modified, rescinded or revoked.

# VIOLATION APPEAL PROCESS

NOTICE

- When a violation notice is delivered to an Owner, such notice shall include a statement notifying the Owner that he/she has the "RIGHT OF APPEAL".
- When an Owner desires to appeal a violation, he/she must so notify the Management Company within the time frame established in the Fine and Penalty Policy Resolution and any applicable Supplement.
- Appeals shall demonstrate ***extenuating circumstances*** that require deviation from the Declaration and/or guidelines.
- Appeal shall include all pertinent backup information to support the existence of the ***extenuating circumstance***.
- All decisions of the Board are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered ***DENIED.***

APPEAL

- The Owner appealing the violation will be given notice (in writing, by phone, or by e-mail) that a hearing on the appeal is scheduled.
- The appeal shall be heard in Executive Session.
- The Board President will introduce all parties.
- Lengthy discussions are not a part of an appeal process.
- The Owner who is appealing will be asked to state their case and present any applicable documentation.
- Each Board Member will have the opportunity to ask the Owner specific questions regarding the appeal.

DECISION

- Upon completion of the question and answer period, the Board President will state that the appeal has been heard and the Board will make their decision in closed session. Notice of the Board's decision will be delivered to the Owner within seven (7) working days.
- If the appeal is denied, the Owner must bring the violation into compliance within the time frame established in the Fine and Penalty Policy Resolution and any applicable Supplement. If the violation still exists after the specified time the Owner shall be subject to the Policy as outlined above until the violation is corrected. In addition, the Board may seek legal action to remedy the violation. All costs of legal action will be billed to the Owner and collected in the same manner as assessments.