

RULES AND REGULATIONS FOR CASA SERENA

Pursuant to the authority granted by Section 4.7(C) of the Fifth Amended Bylaws of Casa Serena Homeowners' Association, Inc. and Section 1.20 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Casa Serena as further amended, the following is hereby adopted. The purposes of these Rules are to enhance and protect the value, desirability and attractiveness of our neighborhood and to promote an efficient use of irrigation water. The Rules are intended to define the responsibilities of both the homeowners and the Casa Serena Homeowners' Association to fulfill these purposes.

1. Meetings

The annual meeting of the Members shall be held on the first Saturday of March of each year, or such other date as the board deems appropriate, for the purpose of electing directors and transacting other business authorized to be transacted by the Members.

Any homeowner who is current in the payment of homeowner dues and assessments may attend a regularly scheduled meeting of the Board of Directors as an observer. Any homeowner who is current in the payment of homeowner dues and assessments may bring matters before the Board by writing to the President or Secretary, with the letter to be received 24 hours before the meeting date and specifying the subject he or she wishes discussed. The Board of Directors shall hold regular meetings as needed, but at a minimum on an approximate quarterly basis. The date, time, location and agenda of each meeting of the Board of Directors shall be posted on the notice board near the mail boxes and shall be sent to the homeowners by email.

2. Paint and Exterior Changes

Homeowners are expected to maintain the exterior of their property so that it does not detract from the appearance of the surrounding property. In order to ensure that a uniform, high standard of upkeep is maintained, the Casa Serena Architectural Control Committee will periodically inspect the exterior of all units. The homeowner shall be notified of any needed corrective work. If the homeowner doesn't comply within 30 days, a monetary penalty for non-compliance may be assessed. If the homeowner failed to correct the condition in a reasonable time, the Association shall proceed with the corrective work and the homeowner will be assessed the reasonable cost of repairs. In addition, a fine pursuant to the Casa Serena Fine Policy will be assessed for non-compliance, until all costs and fines are paid in full. Failure to pay all monies due could result in a lien being filed against the property.

Both McCormick Ranch and Casa Serena CC&R's contain restrictions on additions and modifications to the exterior of homes, including the replacement of gates, outside light fixtures and changes in paint colors. Homeowners who desire to make changes to any exterior part of their property that will be visible from the street, common areas or neighboring properties, including but not limited to any changes to or the construction of any structure or changes to landscaping, must submit a written request for approval to the Casa Serena President. If the changes are approved by the Casa Serena Board of Directors, the Casa Serena President will forward the request for approval to the McCormick Ranch HOA

which will likely request additional information from the homeowner. The work may commence only after written approval of both organizations.

Any changes to the substrate and slope of ground surfaces inside a homeowner's property wall might change water seepage and flow to the detriment of adjacent property owners. Prior to making changes to the slope or substrate of ground surfaces, the homeowner must submit a written request for approval to the Casa Serena President.

3. Plants, Trees and Shrubs

The following allocate the responsibilities between the Casa Serena Homeowners Association (HOA) and the Casa Serena Homeowners for the lawns, trees and landscaping on the area of each lot facing the street.

- a) The HOA will provide the maintenance of the plants, trees and shrubs to include plant trimming, thinning and weeding as well as tree pruning.
- b) The HOA will provide maintenance of the lawns to include mowing, edging and yearly re-seeding, if appropriate.
- c) The HOA will monitor and adjust the settings of the lawn irrigation system. The controller for the lawn irrigation system must be in a location assessable to the lawn maintenance persons.
- d) The homeowner is responsible for monitoring and adjusting the settings of the drip system.
- e) The homeowner is the owner of and is responsible for the irrigation systems, including the installation, repair and maintenance of the irrigation systems for the lawn and plants. The homeowner is responsible for the City of Scottsdale water utility charges.
- f) Any damage to an irrigation system caused by the HOA will be repaired by the HOA at its expense.
- g) If the HOA determines that components of the lawn irrigation system need repair or replacement, the homeowner will be asked to timely repair or replace the components. If, after a reasonable period, the components are not repaired or replaced, the HOA will perform the repair or replacement and will invoice the homeowner for the cost.
- h) The homeowner is the owner of and responsible for the plants, trees and shrubs. If any plant, tree or shrub dies or has become unmanageable, the homeowner shall incur the cost of removal and/or replacement. If the HOA determines that any plant, tree or shrub needs replacement, the homeowner will be asked to timely replace the plant, tree or shrub. If, after a reasonable period, the plant, tree or shrub has not been replaced, the HOA will perform the replacement and will invoice the homeowner for the cost of labor and materials.
- i) Regardless of the obligations of the HOA to maintain the homeowner's plants, trees and shrubs, if it becomes necessary for an outside vendor to maintain or remove a homeowner's plants, trees or shrubs, the HOA Board may, at its sole discretion, charge the homeowner for the vendor's services.

- j) Prior to the installation or removal of any plants, trees, shrubs, large boulders, hardscape or ground covering, the homeowner shall submit a “Request for Approval” to the Casa Serena President and McCormick Ranch HOA.
- k) No landscaping with thorns, spines or sharp edges may be used within six feet of public or private walkways.
- l) No landscaping shall be allowed to overhang or otherwise encroach upon any sidewalk or walkway.

4. Artificial Turf

Casa Serena homeowners may submit requests for the use of artificial turf for the areas outside of their walls. Owners are cautioned that the use of artificial turf requires they maintain it to the highest standards. Homeowners may submit a plan to the Casa Serena landscape committee for the use of artificial turf consistent with this rule. The landscape committee will make the initial review subject to final approval by the Casa Serena board of directors. A homeowner will need to obtain approval from McCormick Ranch Property Owners’ Association prior to installation.

- a) Artificial turf must be installed in such a way as to appear seamless and uniform. All seams must be glued. The color must be similar to the color of the existing turf in Casa Serena.
- b) Artificial turf must be installed by a professional installer.
- c) Artificial turf shall be maintained in like-new condition, color and uniformity with no visible tears or seams. Any fading, deterioration, wear patterns or damage will necessitate replacement. Casa Serena Homeowners’ Association has the right to require the replacement or removal of the artificial turf if the artificial turf is not maintained in accordance with these rules.
- d) Casa Serena Homeowners’ Association has the right to require the removal of a homeowner’s artificial turf if the artificial turf creates a health or safety issue that the homeowner fails to correct.
- e) Artificial turf must be kept free of debris, dirt and animal urine and feces. The homeowner is responsible for hosing, brushing and sweeping the turf on a schedule recommended by the manufacturer or installer. Casa Serena’s landscaper will power-blow the artificial turf on a weekly basis. Animal feces must be removed by the homeowner within 24 hours.
- f) The homeowner is responsible for treating the turf with herbicides on a periodic basis as recommended by the manufacturer or installer.
- g) Neither Casa Serena Homeowners’ Association nor its landscapers shall be responsible for the replacement of any infill or any damage to the turf.
- h) The existing turf irrigation system must be disabled to prevent water leaks.

- i) The Casa Serena board may add other requirements based on the discussion with the installer.
- j) Applications for the use of artificial turf shall include:
 - i. a written landscape plan approximately to scale showing the proposed location of the artificial turf and the other landscaping of the area;
 - ii. a copy of the manufacturer's brochure;
 - iii. a one-foot square foot boxed sample (including infill) of the exact finished turf product;
 - iv. the contract between the owner and the installer, describing the manufacturer's specifications;
 - v. a copy of the manufacturer's warranty showing a warranty of at least ten (10) years. The warranty must include the labor costs of replacing defective product;
 - vi. The contact information of the installer. The landscape committee might discuss the project with the installer;
 - vii. A certificate of insurance from the installer showing the appropriate types and amounts of the installer's insurance;
 - viii. An indemnity agreement signed by the installer and the homeowner; and
 - ix. A statement signed by the homeowner in which the homeowner agrees to continue to abide by the requirements of this Casa Serena rule.
- k) Minimum specification shall include:
 - i. a tufted face weight (pile weight) range between 60 ounces to 80 ounces per square yard;
 - ii. a minimum blade length of 1½ inches and not to exceed 1¾ inches; and
 - iii. a border (if required by the landscape committee).

5. Pool

- a) Use of the pool area is limited to residents and guests. Guests may use the pool area with permission granted by the resident.
- b) No lifeguard on duty - use pool at own risk.
- c) Any breakable items (glasses, bottles, etc.) are prohibited.
- d) Children under 12 must be accompanied by an adult.
- e) No running, diving, rough play or loud or objectionable behavior.
- f) Shower before using pool or spa.
- g) Children not toilet trained are not permitted in the pool or spa. The wearing of swim diapers is not a suitable substitute for toilet training.

- h) Residents have priority in the use of all facilities.
- i) Animals are not permitted in the pool area.
- j) All pool furniture is to be replaced in the appropriate location and all debris placed in trash cans. Please help keep the pool area and restrooms neat and clean.
- k) Please cover spa in cooler weather when you finish soaking, if a cover is available.

6. Pets

No animals, fish, reptiles or birds of any kind shall be kept on any lot in such a manner as to cause a hazard or nuisance to other residents. Household pets such as dogs must be kept on a leash when outside of the homeowner's property. Prompt collection and disposal of pet droppings is the responsibility of the homeowner or tenant. No pet shall be left tied to trees, unattended or otherwise objectionable to other homeowners. Scottsdale's dog litter ordinance can result in fines for violators.

7. Vehicles

- a) No vehicle shall be operated on any Casa Serena street at a speed of more than 15 miles per hour or in a manner to be considered hazardous to pedestrian traffic. No vehicle of any kind is permitted on common areas at any time except Casa Serena authorized grounds maintenance crews. No vehicle may block the driveway of a homeowner.
- b) Neither automobiles nor any other type of equipment shall be repaired within view of adjoining or neighboring properties for more than a two-hour period during any one day.
- c) Passenger automobiles and non-commercial trucks may be parked only in a driveway. It is preferred that all vehicles be parked in garages. Larger trucks, commercial trucks, off road vehicles, vans and campers as well as trailers, boats, etc., are not permitted to be parked on any street or any lot unless inside the garage. On-street parking is restricted to deliveries, service vehicles, pick-ups, or for short periods of time by residents and guests. Overnight parking on the street is prohibited. Upon request from a homeowner to the Casa Serena President, the President may grant temporary exceptions for overnight on-street parking. No vehicle shall be permitted to remain visible on any lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use.
- d) Any vehicles discovered in violation of these Rules and Regulations shall be tagged with a notice referring to these parking regulations and a warning that a subsequent violation will result in a fine or the towing of the vehicle or both. Within twenty-four (24) hours after discovery of the violation, the Casa Serena President shall cause a similar notice to be delivered or mailed to the homeowner. Upon discovery of a second violation, the offending vehicle shall be tagged with a notice referring to these parking regulations and a fine or fines pursuant to the Casa Serena Fine Policy may be assessed. Any further violations will result in the vehicle being towed and stored at the vehicle owner's expense.

8. Roof Rats

Roof rats are and will continue to be a common and persistent problem in our area. Infestations of roof rats must be prevented by each homeowner. Homeowners and tenants must be vigilant to prevent access to rat food sources such as trash, citrus fruit, dog/cat/bird food and BBQ components. The timely removal of these food sources is at the homeowner's expense. Each homeowner has the responsibility to make sure that citrus fruit is immediately removed from the homeowner's ground areas. If the homeowner will be absent, the homeowner must arrange for someone to remove fallen fruit.

9. Rentals

Upon entering into a rental or lease agreement, the homeowner must provide the HOA the following information:

- a) the names, phone numbers and email addresses for any adults occupying the unit;
- b) the time period of the lease, including the beginning and ending dates of the tenancy; and
- c) a description and the license plate numbers of the tenants' vehicles.
- d) The homeowner shall submit a \$25 rental fee for each new tenant.

Only an entire home and property may be leased. Room rentals by a homeowner or tenant are prohibited. Renting a home for transient or hotel purposes is prohibited. No home may be rented for a period of less than thirty (30) consecutive days.

All lease agreements must be in writing and must provide that the

- a) term of the lease shall be subject in all respects to the provisions of the Declaration, the Articles, Bylaws and Rules and Regulations; and
- b) any failure by a lessee to comply with the terms of such documents shall be a default under the lease.

The term "lease" shall mean any agreement for the leasing or rental of a home including, but not limited to, "month-to-month rentals."

Note: The McCormick Ranch Declaration of Restrictions (recorded at Document No. 1971-0291820) ("Master Declaration") for properties that include Casa Serena, at Article I, Section C, prohibits rentals for any period less than 30 days. The McCormick Ranch Rules, at Article III, Part 2, likewise prohibit renting property for less than 30 days.

10. Noise and Offensive Activities

- a) No noxious, offensive or illegal activities may be carried on or permitted on any lot or any common areas, nor shall anything be done that may become an annoyance or nuisance to the neighborhood. This pertains to the deportment and behavior of any homeowners, tenants, guests, or pets.

- b) No radios, stereos, broadcast or loudspeaker units or amplifiers may be operational in such manner as to cause objectionable noise. This applies to common areas, including the pool area as well as residences.

11. Assessments

All monthly assessments, as determined by the Board of Directors of the Casa Serena Homeowners' Association Inc., shall be payable on the first day of each month. Any monthly payment not paid in full by the 15th day of the month shall be considered delinquent and a late fee of the greater of fifteen dollars or ten percent of the amount of the unpaid assessment may be assessed for each month that the assessment payment is delinquent. In the event that each delinquent account is not paid in full, including all late fees, by the 16th day of the month, a lien may be filed upon the delinquent lot and collection proceedings shall commence. Should such be necessary, the homeowner will also be liable for lien filing charges, additional late charges, court costs, reasonable attorney fees and other collection costs. In the event of special assessments which may be required, a similar schedule of penalties will be imposed for delinquent payments.

12. Responsibility for Damage

In the event any part of a Common Areas or any real or personal property of a homeowner is damaged by negligent or willful acts of a homeowner, its guests, tenants, licensees, agents, family members or pets, the homeowner shall indemnify and hold the Association or damaged homeowner harmless from all costs of repair, replacement or loss of use, together with any legal fees or court costs that may be incurred by the Association or damaged homeowner.

13. Miscellaneous

- a) No open fires or burning shall be permitted on any lot or common areas at any time. Barbecue grilling on patios is permissible only within a courtyard or other fenced area.
- b) A security sign may be placed in the planting area at the front of the house or in a window. It shall not exceed 9" x 15" and shall be supported from the rear by angle iron or hung from an unobtrusive black metal arm. Only one real estate sign is permitted per house except during an "Open House" when a sales person is present. During an Open House, one additional sign may be placed in front of the house, but at least 10 feet back from the curb.
- c) No exterior storage of any items of any kind visible from the street or common areas is permitted. This applies to garbage containers, camping materials, boats, wood piles, barbecues, etc. The garbage containers may be placed outside pursuant to the McCormick Ranch Property Owners' Association Restrictions.
- d) Garage doors shall remain open only during such time as is necessary to park a vehicle or clean debris.

14. Enforcement of Rules

The Board of Directors has approved a policy for disciplinary action of offenders of these Rules and Regulations. Offenders will be notified of violations by the Casa Serena President and requested to correct or desist. If the violations persist, fines pursuant to the Casa Serena Fine Policy may be assessed, depending on the nature of the offense and number of violations.

15. Fines Policy

Pursuant to A.R.S. Section 33-1803/33-1242 the Board of Directors approved the following Fines Policy for Casa Serena Homeowners' Association. The following Fines Policy is effective as of the date the meeting of the Board of Directors at which the policy was adopted. This Fines Policy was adopted by the Casa Serena Board of Directors at its meeting on January 12, 2021. The following Fines Policy shall be followed by Casa Serena Homeowners' Association, Inc.

- a) **First Notice (no fine):** A courtesy violation letter shall be delivered to the homeowner and will describe the violation in question, specifically stating the section of the CC&Rs, Bylaws or Rules that is being violated and will require the violation to be remedied within 15 days of the date of delivery. The letter shall describe the enforcement process, the right of the homeowner to provide a written response and the potential for fines if the violation continues.
- b) **Second Notice:** If the homeowner does not respond or cure the violation within 15 days of the date of delivery of the First Notice, a Second Notice shall be delivered requesting compliance within 15 days of the date of delivery. A \$75 fine will be assessed with the Second Notice, contingent on the right of the homeowner to provide a written response.
- c) **Continuing Violation:** If the homeowner does not respond or cure the violation within 15 days of the date of delivery of the Second Notice, all subsequent correspondence concerning the violation should clearly define what action will be taken or what fines will be assessed to the homeowner, contingent on the right of the homeowner to provide a written response.
- d) The Board reserves the right to impose fines in amounts in excess of those set forth above if the fine is reasonable considering the circumstances and severity of the violation. The Board reserves the right to shorten the notice periods in the event of exigent circumstances.
- e) **Notice letters.** Each Notice of violation shall contain the following:
 - i. The provision of the community documents that has allegedly been violated.
 - ii. A copy of this Fines Policy.
 - iii. The date of the violation or the date the violation was observed.
 - iv. Homeowner's Right to Provide a Written Response: A homeowner who receives a Notice may provide the Association with a written response by sending the response by certified mail within 10 days after the delivery of the Notice. The response shall be sent to the address identified in the Notice.

- v. A statement that (i) if the homeowner fails to timely provide a written response, the amount of the monetary fine set forth in the Notice shall be due within 15 days of the date of the Notice, and (ii) if the homeowner provides a written response, any amount of monetary fine imposed by the Board shall be due within 15 days after the date of delivery of the Board's notice to the homeowner of its decision after review.
- f) **Board Review.** Within 10 calendar days after receipt of the certified mail containing the response from the homeowner, the Board shall consider the content of the response and the Association shall respond to the homeowner with a written explanation regarding the Notice. The explanation shall provide at least the following information unless previously provided in the Notice:
 - i. The provision of the community documents that has allegedly been violated.
 - ii. The date of the violation or the date the violation was observed.
 - iii. The first and last name of the person or persons who observed the violation.
 - iv. The process the homeowner must follow to contest the Board's decision.
- g) **Failure to Provide Timely Response.** A homeowner's failure to provide a written response within the prescribed time period shall be deemed a waiver and forfeiture of the homeowner's right to contest the allegations and fine amount stated in the Notice.
- h) **Notice.** A Notice shall be mailed to the homeowner's mailing address as shown on the records of the Association and sent by email. If more than one person or entity owns a lot/unit, a notice to one of the owners shall constitute notice to all the owners.
- i) **Calendar Days.** All days stated in this Policy are calendar days, unless stated otherwise in the Policy.
- j) **Date of Delivery.** Any Notice or Board notice shall be deemed to have been delivered 48 hours after a copy of the document has been deposited in the U.S. mail, postage prepaid, addressed to the homeowner at the mailing address shown on the records of the Association.

16. Certification

The Board of Directors of the Casa Serena Homeowners' Association, Inc. modified the foregoing Rules and Regulations at its meeting held on January 3, 2023 as reflected in the minutes of the meeting.

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