

UPDATED July 21, 2025

CASA SUNRISE ASSOCIATION RULES & REGULATIONS

These Rules & Regulations have been adopted by the Board of Directors of Casa Sunrise Association ("Association") pursuant to its authority under Article 2, Section 2.3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Casa Sunrise ("CC&Rs").

1. VEHICLES

- a. Parking in common areas is limited to residents and their guests. All resident vehicles must be registered and display a parking sticker in the inside left front window.
- b. Vehicles equipment and moving vans may not be parked on a driveway or street except temporarily (no more than 24 hours) for the purpose of loading and unloading.
- c. All trailers, boats, RVs, campers, and other recreational vehicles may be parked in a driveway or one of the designated parking spots. After 3 days such vehicles must be moved or enclosed in a garage. In the event that a resident is expecting a visitor with a recreational vehicle who plans to visit for more than three (3) days, the resident must request a waiver and receive permission from the board in advance of the arrival. The waiver request must include the exact number of days needed.
- d. All vehicles parked in the community must display a current registration.
- e. Vehicles parked in violation of the CC&Rs or Rules & Regulations are subject to being towed.

2. ARCHITECTURAL MODIFICATIONS

- a. All modifications to the exterior of a home or other improvements on the lot must have the prior written approval of the Association.
- b. Any change in exterior paint color must conform to the following paint palette:
DUNN-EDWARDS PAINTS W701V/Evershield BRIAR DEC 712

Option 1: all one color; Option 2: combination of 2 colors (one as base color and one as accent color)

Colors: STONEISH BEIGE DEC 716 (LIGHT)
 MESA TAN DEC 718 (MEDIUM)
 CARVED WOOD DE 6125 (DARK)

- c. The installation of all future solar systems must have Board approval as to panel placements and required boxes. State law says we cannot deny an owner to place solar panel systems. Piping should be concealed through garages when possible. Panel boxes should be placed on the walls next to the TEP (Tucson Electric Power) boxes whenever possible. There are several units that don't have enough wall space next to their electrical boxes

- d. When replacing windows from the original aluminum casings to new, more efficient casings, new casing colors should be a trim color, white, black, or one of the three designated colors of the stucco on the existing walls.

3. LANDSCAPING

- a. The Association is responsible for landscaping and irrigation in front yards outside of the roof boundaries. Owners may install and remove landscaping in areas that are entirely enclosed by patio walls. All other landscaping on a lot requires the prior written approval of the Association.
- b. Owners may place decorative pots/items in the front yard under the roof's boundary. Decorative items must match or complement the paint colors of the home.
- c. Homeowners are not allowed to remove any landscaping or plants in the common areas. Homeowners must make requests to the Association and, if approved, the Association will make the change.

4. MAINTENANCE

- a. Owners are required to maintain their homes and any other improvements on their lots in a good state of repair.
- b. Owners must light the front exterior of their homes from dusk until dawn with use of a timer or photosensor.
- c. Trash receptacles may not be in view of neighboring lots or streets except when out for collection (no more than 24 hours).
- d. Temporary play equipment must be stored out of sight of neighboring lots and streets when not in use.

5. LEASING

- a. No home may be leased for less than six months.
- b. Within 15 days of the commencement of a lease, the owner shall provide the Association with the following information: (i) the commencement and end dates of the lease term; (ii) the names and contact information of any adults occupying the Lot during the lease term; (iii) a description and the license plate numbers of the lessees' vehicles; and (iv) the address and telephone number at which the owner (or owner's agent) can be contacted by the Association during the lease term.
- c. Owners are responsible for violations of their tenants. Owners should provide tenants with a copy of the CC&Rs and Rules & Regulations.

6. HOME BUSINESSES

- a. Home trades and business are permitted in accordance with Art. 4, Sec. 4.1 of the CC&R's.
- b. No private garage or yard sales are permitted. Estate sales require the prior written approval of the Association.

7. PETS; BIRDFEEDERS

- a. Dogs must be restrained on a leash in the common areas.
- b. Pet owners must clean up after their pets.
- c. Bird feeders may be placed outside the walls of homeowners' walls but within three feet. It will be the owners' responsibility to maintain the feeders in an organized manner. No more than three (3) bird feeders are allowed outside of the homeowners' walls.

ENFORCEMENT POLICY

This policy governs the Association's enforcement of the CC&Rs and Rule & Regulations pursuant to its authority under A.R.S. §33-1803.¹ All notices under this Policy shall be sent by U.S. mail, postage prepaid, to the address on file with the Association or if no address has been provided by the owner, to the lot address. This policy is intended to establish general guidelines for violations. Nothing contained in this Policy shall be interpreted as prohibiting the Association from bypassing certain procedures in the enforcement process if the Board of Directors determines that the nature of the violation warrants such action.

COURTESY NOTICE. The Association shall provide the breaching owner with written notice of the following:

- a. The nature of the violation(s) with reference to a specific provision in the CC&Rs and/or Rules & Regulations; and
- b. The date by which the violations must be corrected (which shall not be less than ten (10) days from the date of the notice) or, if a recurring violation, that the violation must cease immediately.²

NOTICE OF VIOLATION. Should the owner fail to correct the violation(s) as set forth in the Courtesy Notice, the Association shall provide the owner with written notice of the following:

- a. The nature of the continuing violation(s);
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¹ Other than the collection of assessments.

² A "recurring violation" as used in this policy is one that is generally brief in duration but habitual in nature.

- b. The date by which the violation(s) must be corrected; and
- c. That the owner's failure to correct the violation(s) may result in a hearing before the Board of Directors and the imposition of a monetary penalty.

WRITTEN RESPONSE FROM OWNER. If an owner sends a written response to a Notice by certified mail within twenty-one (21) days after the date of such notice, the Association must provide the owner with written notice of the following within ten (10) days of receiving the response:

- a. The date of the violation or the date it was observed;
- b. The name of the person who observed the violation;
- c. The process by which the owner may dispute the violation; and
- d. That the owner may petition for an administrative hearing in the Department of Real Estate pursuant to A.R.S. §32-2199.01.

HEARING NOTICE. If an owner fails to correct a violation within the time set forth in the Notice of Violation, the owner shall be provided with written notice of the following:

- a. The nature of the continuing violation;
- b. The owner's right to be heard before the Board of Directors before any sanction is imposed; and
- c. The date, time and place of a hearing before the Board of Directors or the process by which the owner may request a hearing before the Board of Directors.

CHANGE IN HEARING DATE. If a hearing date is provided in the Hearing Notice and the Owner is unable to attend on that date, the owner may make a one-time written request to have the hearing re-scheduled.

HEARING. Hearings shall be conducted in open session unless the owner requests that the hearing be held in executive session. If an owner fails to appear at the hearing, he/she shall be deemed to have waived his right to a hearing and the Board of Directors may impose sanctions and/or refer the matter to the Association's attorney for further action.

MONETARY PENALTIES. The Board may impose a monetary penalty for each violation. A penalty may be continuing in nature until such time that the violation is corrected (re-imposed once every thirty (30) days). The Board may also impose a penalty and hold it in abeyance on the condition that the owner corrects the violation by a certain date.

PAYMENT OF PENALTIES. Within ten (10) days after the imposition of a penalty, the Association shall provide the owner with written notice of its amount and the date by which payment is due. If a penalty remains unpaid for more than fifteen (15) after its due date, it shall be deemed delinquent and subject to a late fee of \$15.00 or ten percent (10%) of the unpaid penalty, whichever is greater. In the case of a continuing penalty, the owner is responsible for notifying the Association that the violation has been corrected.

Payment of a penalty does not constitute a variance for the violation. All violations must be corrected regardless of whether a penalty is imposed.

TENANTS AND GUESTS. Owners are responsible for violations of the CC&R's by their invitees, tenants and guests.

REFERRAL TO ATTORNEY. If a violation is not corrected by the owner after a monetary penalty is imposed, or if the Board of Directors, in its sole discretion, determines that the nature of the violation warrants immediate action, the Association may refer the matter to counsel. Nothing contained in this Policy shall be interpreted as prohibiting the Association from referring CC&R violations to counsel at any time in the enforcement process.

COLLECTION POLICY

This policy governs the collection of annual assessments pursuant to Article 3 of the CC&Rs and A.R.S. §§33-1803 and 1807.

Due Dates. Assessments are payable in monthly installments due on the 1st day of each month ("Installments").

Late Fees. If an owner fails to pay an Installment within twenty (20) days after its due date, the Association shall send written notice to the owner that the Installment is overdue. After providing such notice, the Installment shall be subject to a late fee of \$15.00 each month that that is overdue.

Referral to Attorney. If an owner's account remains delinquent for more than sixty (60) days, the Association shall provide the owner with written notice that if the account is not paid in full within thirty (30) days, it will be turned over to an attorney for collection action. The notice shall include the following language in accordance with A.R.S. §33-1807:

"Your account is delinquent. If you do not bring your account current or make arrangements that are approved by the association to bring your account current within thirty days after the date of this notice, your account will be turned over for further collection proceedings. Such collection proceedings could include bringing a foreclosure action against your property."

The notice shall be in boldfaced type or all capital letters and shall include the contact information for the person that the owner may contact to discuss payment. The notice shall be sent by certified mail, return receipt requested.

Attorney Fees and Costs. All attorney's fees and costs incurred by the Association in collecting unpaid assessments and late fees are the responsibility of the delinquent owner.

Order of Payments. All payments received on an owner's account shall be applied in this order: any unpaid Installment, due but not delinquent Installments, late fees, and return check fees (if any).

Returned Checks. If an owner's check is returned unpaid by the bank, any fees incurred by the Association will be applied to the owner's account ledger and the Board of Directors may require that payments for the following two (2) Installments be made by certified check or money order.