

TIERRA CATALINA CONDOMINIUM ASSOCIATION

RULES and REGULATIONS

Effective December 1, 2009

INFORMATION ON CONDOMINIUM ADMINISTRATION:

A Unit Owner in Tierra Catalina owns the air space within the Unit [as described in Article III of the *Declaration of Condominium and of Covenants, Conditions and Restrictions for Tierra Catalina Condominium* (the "CC&Rs")]

The remainder of the Condominium is Common Elements (as described in Article III (A) of the CC&Rs), which are owned by the Unit Owners in equal allocations (as stated in Section 4.1 of the CC&Rs). The maintenance responsibilities of the Unit Owners and the Association are set forth in Article VIII of the CC&Rs.

The Board of Directors is the governing body of the Condominium Association. The Board of Directors has the duty to consistently and non-discriminatorily enforce the CC&Rs and the Rules & Regulations. The Association's Bylaws set forth the operating guidelines for the Association (which also is a non-profit corporation). Any requests, questions, problems or suggestions go to the Board of Directors for discussion and/or a solution. The Board of Directors contracts with a management company to manage the common areas of the property, to bill residents for and collect assessments, and to attend to other matters as directed by the Board of Directors.

Correspondence to the Board of Directors should be mailed or faxed to the management company or emailed to tierracatalinahoa@gmail.com. It will be brought to the attention of the Board at their next meeting.

If you do not have a copy of the CC&Rs or the other governing documents for Tierra Catalina, please visit our website at www.tierracatalina.org.

INTRODUCTION TO RULES AND REGULATIONS: In order to promote an enjoyable quality of life for residents of Tierra Catalina, the Board of Directors of Tierra Catalina Condominiums has adopted the following Rules and Regulations, as authorized by Section 9.3 of the CC&Rs.

ATTACHED ARE THE RULES AND REGULATIONS approved by the Tierra Catalina Board of Directors. Please review them very carefully.

Thank you for your cooperation,

Tierra Catalina Homeowner Association

www.tierracatalina.org

ARTICLE 1

LEASING RULES

1.1. THE UNIT OWNER IS RESPONSIBLE FOR THE ACTIONS OF HIS/HER TENANT, AND IS RESPONSIBLE FOR ANY VIOLATION OR BREACH OF THE CC&Rs or RULES AND REGULATIONS WHEN A TENANT IS OCCUPYING THE UNIT. Unit Owners are also responsible for fees, fines or attorney costs that may be imposed or incurred due to their tenant's noncompliance with the Rules and Regulations.

1.2. It is the responsibility of the Unit Owner to furnish his/her tenant with a copy of these Rules and Regulations, the CC&Rs, and all updates, revisions, or amendments to either.

1.3. "Lease" of a Unit is defined as: the occupancy of a Unit by any person other than the Unit Owner or his/her immediate family members, whether or not any rent is paid.

1.4. All Leases must be in writing and must state that the terms of the Lease shall be subject in all respects to the provisions of the CC&Rs and the Rules and Regulations, and that any failure by the lessee to comply with the terms of the CC&Rs and Rules and Regulations shall be a default under the Lease.

1.5. A Unit Owner shall promptly notify the Association's managing agent of the commencement date and termination date of a Lease and the names of each lessee or other person who will be occupying the Unit during the term of the Lease. At the same time, the Owner shall provide the names, phone numbers, and license plate numbers of all occupants of the Unit.

1.6. No Owner shall Lease less than the entire dwelling unit.

1.7. It is recommended that all Landlords make the "Crime Free Lease Addendum," provided by the Pima County Attorney's office, part of each Lease. A copy of this Addendum is available from the Association's managing agent.

ARTICLE 2

ARCHITECTURAL CHANGES and/or MODIFICATIONS

2.1. Any Unit Owner may make non-structural additions, alterations and improvements within his/her Unit without the prior written approval of the Board of Directors (see Section 7.3 of the CC&Rs).

2.2 Any change (i.e., additions, removals or modifications) to the structural components of any Unit or to a courtyard or other Limited Common Element **MUST BE APPROVED** by the Board of Directors or its designated committee, **PRIOR** to starting any work. No

Unit Owner or resident may change any area maintained by the Association. ANYTHING THAT DAMAGES THE PERIMETER WALLS OF THE BUILDING, OR COMMUNITY WALLS BETWEEN UNITS, IS PROHIBITED.

2.3. Requests for exterior or structural modifications must be submitted to the Board in writing and include a description of the proposed change with a drawing or plans. The Board will issue a written response within 30 days.

2.4. NO PENETRATION is allowed of the perimeter walls of the buildings, the roof or of the doors; NO use of nails, screws, tacks, staples, spikes on the perimeter walls of the buildings; NO climbing vines, awnings, antennas, or lights can be attached to any of the exterior walls of any building. Any of these items cause damage to the buildings.

2.4. The exterior face of the Unit door may not be painted any other color than the one specified for that door by the Board of Directors.

2.5. Garden hoses should be stored neatly and out of site within the Owner's patio or Unit. Hose spools, reels, or hooks mounted on an outside wall are not permitted.

2.6. The installation of a SCREEN DOOR OR SECURITY DOOR must be approved by the Board of Directors or its designated committee.

2.7. WINDOW REPLACEMENT must be approved by the Board or its designated committee after a Unit Owner submits a written request for approval. The submittal form can be found on the Association's website.

2.8. All proposed PORCH ENCLOSURES must be submitted to the Board of Directors or its designated committee for approval prior to purchase or installation.

2.8.1. All enclosures must be no taller than railing height.

2.8.2. Two types of enclosures have been pre-approved; one is cloth, the other wood. Photos are available upon request.

2.8.3. Enclosure types that are not approved include:

- i. All lattice type enclosures
- ii. All bamboo types

If a resident or Unit Owner has any question regarding any change, addition, modification or project he or she wishes to undertake, the Board will welcome the opportunity to evaluate the idea. However, any decisions of the Board are final and binding.

ARTICLE 3

REPAIR AND MAINTENANCE OF THE UNITS

3.1. Broken windows or screens must be replaced within ten (10) days of notice to a Unit Owner. Failure to do so will result in the repairs being made by the Association and the expenses incurred billed to the Unit Owner.

3.2. No storage of trash, rubbish or garbage is permitted in or around the exterior of the Unit, including stairwells, courtyards and balconies. Only patio-type furniture is permitted in the courtyards or balconies. Interior furniture is not permitted and can be removed by the Association and discarded after notice to the Unit Owner.

3.3. Disposal of large items such as furniture, mattresses, water heaters, sofas, etc., which are being discarded by a resident is the responsibility of the Unit Owner. DO NOT place them in or at the trash containers provided for the benefit of all Unit Owners.

3.4. Landscape Maintenance.

3.4.1. The Association provides landscape maintenance including trimming, fertilizing, weed control, raking, removal of debris, and irrigation maintenance in the exterior Common Areas. Unit Owners may not modify any irrigation system, adjust irrigation time clocks, or install their own irrigation system.

3.4.2. Planting of any plants on the common area by Unit Owners or residents is prohibited.

3.4.3. Removal of any plants from the common area by Unit Owners or residents is prohibited.

3.4.4. If a Unit Owner would like to have planting beyond his/her property or in front of his/her Unit, a letter with details must be submitted to the Landscape Committee for review and consideration by the Board.

3.5. Window Coverings: No aluminum foil, sheets, newspaper tablecloths, signs, or other materials shall be used for window coverings that are visible from the exterior of the residence.

ARTICLE 4

USE OF COMMON AREAS

4.1. No Parking in Fire Lanes. Red zones are marked for fire lanes. PARKING in the red zones is not allowed at any time. A car parked in a fire lane is subject to towing at the vehicle owner's expense without notice. Both a towing and storage fee may be charged by the towing company.

4.2. Assigned Parking Spaces. All parking spaces within Tierra Catalina are assigned and are for resident use only. Any car parked in a space without the written permission

of the owner of the space will be subject to towing at the car owner's expense without notice.

4.3. No Laundry Hanging. No Laundry or any other items may be hung in the courtyards or balconies, or from any stair railings, or in any other area that is visible from any other Unit, the common areas or the street.

4.4. Barbeque Grills. Grills can be stored on balconies and patios, but cannot be used unless moved out into an open space. A communal grill is provided by the pool area and can be used on a first-come, first-served basis. Due to insurance company rules and Rural Metro Fire regulations, gas and charcoal grills may NOT be used on porches. ELECTRIC GRILLS ARE PERMITTED.

4.5. Vehicles.

4.5.1. Any vehicle which is ABANDONED or INOPERABLE IS NOT ALLOWED in the Community. If such a vehicle is not removed within five (5) days after notice is given, it will be towed at the owner's expense. Management must be notified of any vehicle not being used on a regular basis or if Owner is in the military serving overseas to avoid vehicle being towed. Please advise management if your vehicle will be stored while on vacation. Any vehicle leaving fluid on the asphalt shall immediately have a drip pan placed underneath vehicle. Owner is responsible for any damage and repairs due to vehicular fluid residue left on the asphalt.

4.5.2. NO REPAIR of a vehicle is permitted anywhere in Tierra Catalina.

4.5.3. A metal disk is required under the kickstand of Motorcycles to prevent destruction of the asphalt due to Arizona heat.

4.5.4. NO VEHICLE may be DRIVEN or PARKED on the sidewalks, walkways, or landscaped areas of the Community.

4.5.5. No motorized vehicle may be operated in the Community that is not licensed for use on city streets and federal highways. Anyone who does not possess a valid permit or license is prohibited from operating motorized vehicles in the Community.

4.6. PATIO, ESTATE OR YARD SALES are not permitted.

4.7. Outside Storage. Storage outside a Unit or storage closet, whether temporary or permanent, is not allowed. Storage includes, but is not limited to strollers, sheds, boxes, shelves, ladders, tools, building materials, miscellaneous parts, appliances, furniture, and toys.

4.8. Seasonal decorations must be removed within twelve (12) days after a holiday.

4.9. Bird feeders of any kind are not allowed in the common area. If you use a feeder within the confines of your property line, it should be the type that does not allow seed to spill on the ground, such as hummingbird or finch feeders. Seed spill encourages ground feeding birds, snakes, packrats and other rodents that may attract javelinas and bobcats.

4.10. Cable TV, broadband and telephone is available to Unit Owners at their own cost. Owners must ensure that the cable company hides wires from view on building exteriors and installers put all cables and wires underground. The Unit Owner will be liable for any landscape or building damage.

4.11. All proposed satellite dish installations in the common areas (including on the roofs) must have the approval of the Board of Directors or its designated committee to ensure the best possible signal reception consistent with maintaining the integrity of the appearance of the Condominium. Please submit an Architectural Modification Submittal Form to the Management Company.

4.12. For Sale Signs. The size of a sign offering a Unit for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches (18 x 24), and the industry standard size sign rider, which shall not exceed six by twenty-four inches (6 x 24). "For Sale" signs can be displayed in the window of a Unit or in any other place designated by the Board of Directors.

4.13. Firewood is allowed to be stored on the patio of units in the Condominium if Unit Owners use one of the two bins approved by the Board.

ARTICLE 5

PETS

5.1. Animal droppings within the common grounds are to be immediately contained and discarded. Residents are required to contain and discard animal droppings within any patio area on a daily basis.

5.2. All applicable laws must be observed. Pima County requires animals to be leashed at all times outside the home.

5.3. All damage in the common areas by a pet must be repaired at the Unit Owner's expense.

ARTICLE 6

CONDUCT AND CONSIDERATION

6.1. NO LOUD PARTIES, STEREOs, RADIOS, TELEVISIONS or other disturbances of the peace are permitted at ANY TIME – day or night.

6.2. Reckless driving and speeding anywhere in Tierra Catalina is prohibited. There is a 10mph speed limit within the Condominium common area streets.

6.3. Any damage to or destruction of Association property, as a result of the action of a Unit Owner or his/her family member, guest or tenant, is the responsibility of the Unit Owner and the cost of repair or replacement will be billed to that Unit Owner.

6.4. Playing in the streets of Tierra Catalina is not allowed. The common area streets are for the use of all residents. Specifically, baseball, football, soccer, archery, skateboards, bicycles or any other sports or games are NOT permitted at any time in the common area streets because of the hazard to small children and property.

ARTICLE 7

POOL/FITNESS ROOM RULES

The following rules and regulations have been set up for the protection of all Unit Owners and also to prevent damage to the pool and work out room. Keys for the pool/work out room may be obtained from the management company. There will be a \$25.00 charge for each replacement key.

POOL RULES:

- Pool and Spa hours are 7:00 a.m. to 11:00 p.m.
- The pool gate must be closed and locked at all times.
- For safety reasons, children under fourteen years of age are not allowed in the pool area without adult supervision.
- No glass containers permitted in the pool area.
- No smoking in the pool area.
- No diving is allowed in the pool.
- Pool furniture must remain in pool area.
- Proper swimwear must be worn in the pool.
- No running, boisterous play, or excessive noise is allowed in the pool area.
- Personal items left at the pool area will be taken by property management and thrown away after one week if not claimed.
- Animals are prohibited from the pool and pool area with the exception of service animals.
- No intoxicated person shall be allowed in the pool or pool area.

FITNESS ROOM:

- No pets allowed in workout room (except service animals).
- No glass containers permitted in workout room.
- No smoking is permitted in workout room.
- Exercise equipment should be used with good gym hygiene and gym etiquette. All equipment must be wiped clean before and after use.
- No intoxicated person shall be allowed in the workout room.

- For safety purposes, children under sixteen years of age (16) will not be permitted to use the workout room unless accompanied by a parent or adult supervisor.
- The workout room is to be used only by residents and guests of residents, NO OTHERS. All guests must be accompanied by their resident host.

ARTICLE 8

CLUBHOUSE REGULATIONS

- **The Clubhouse reservation form can be found on the Association's website and can be submitted to our management company via email or fax.**

8.1. The Clubhouse is available to residents for private between the hours of 7:00 a.m. to 11:00 p.m.

8.2. A \$300 refundable deposit is required at the time of application. The deposit will be refunded after clubhouse and pool area is inspected by the management company or by a member of the Board of Directors to assure it has been cleaned and left in an orderly condition.

8.3. The pool, spa, fitness room, and office will remain available to all other residents during the Clubhouse reservation period.

8.4. If a tenant rents the clubhouse, the reservation form must be signed by the Owner of the Unit in which the tenant resides. After an inspection by Management or the Board of Directors if damages occur that exceed the amount on deposit, the Unit Owner will be responsible.

8.5. A Unit Owner is liable for any damage to the Clubhouse, pool, spa, fitness room, or office by anyone occupying or visiting his/her Unit.

8.6. A reservation application along with a copy of the driver's license must be submitted and approved prior to holding an event. Reservations are on a first come first served basis. You may contact the Management Company for a reservation application.

8.7. At the end of the reservation period, the clubhouse must be left in the same condition as it was before the party or event. No resident will be allowed to clean up any messes the next day after renting the clubhouse. Any damage or cleaning that will be needed after the clubhouse is rented shall be paid from the security deposit.

Clubhouse Rules:

- No pets are allowed in the Clubhouse, Pool, or Gym.
- If the Clubhouse key is lost or misplaced a \$50.00 charge will be assessed.

- Clubhouse Key needs to be returned within thirty-six (36) hours of the event or deposit will be forfeited.
- The Clubhouse is available to reserve for parties or meetings between 7:00 a.m. and 11:00 p.m.
- Make your request at least one week in advance.
- The pool, spa, and fitness room will remain available to residents during Clubhouse reservation period.
- Furniture is NOT to be removed from the clubhouse.
- The temperature of the thermostat must be the same when you leave the clubhouse as it was before.

Grill Rules:

- Grill must be attended at all times.
- Water must be available at all time to extinguish uncontrolled flames.
- Douse charcoal with water to ensure fire is completely extinguished before leaving the area.
- Clean area after use, dispose of used coals in appropriate bin.

ARTICLE 9

ENFORCEMENT POLICY

9.1. Inspections: Periodic Inspections of the common elements of Tierra Catalina are made by the Management Company and representatives of the Board of Directors.

9.2. Enforcement Guidelines:

9.2.1. Notice of Violation. A first notice of violation will be sent to the Unit Owner of record (via first class mail) with a timetable for corrective action, which will be at least ten (10) business days from the date of the notice. The notice will be sent to the address in the Association's records.

9.2.2. Contents of First Notice. The first notice of violation from the Board of Directors or its authorized agent shall provide at least the following information:

- A. The rule or restriction that allegedly has been violated
- B. Action(s) required to cure the violation.
- C. The date of the violation or the date the violation was observed.
- D. The first and last name of the person(s) who observed the violation.
- E. A copy of this Policy to assure the Unit Owner is aware of the process he or she must follow to contest the notice.

9.2.3. Contesting the Violation. If the Unit Owner wishes to contest the notice of violation, he or she shall provide the Board a written response by certified mail within 10 business days after the date of the Association's notice, requesting any

additional information he or she requires. This response shall be sent to the Association's office at the address shown on the first notice of violation.

9.2.4. Response by Association to Owner. Within ten (10) business days after receipt of the Unit Owner's response, the Board or its authorized agent shall respond to the Unit Owner with a written explanation by certified mail regarding the notice of violation, and shall provide any additional information the Unit Owner reasonably requires.

9.2.5. Notice of Hearing. After the procedure in Paragraphs 9.2.3 – 9.2.4 is completed, or after the initial 10-day notice period set forth in the Association's notice of violation, a follow-up inspection will be conducted by the Board or its authorized agent. If the Unit Owner has not cured the violation within the time specified, the Board may refer the matter directly to the Association's attorney for further action or may send the Unit Owner a "Notice of Hearing" via certified mail, return receipt requested and first class mail, wherein the Owner will be invited to attend the next Board Meeting/Hearing Panel Session and have an opportunity to be heard. The date, time and location of the hearing shall be stated in the Notice of Hearing.

9.2.6. Hearing Panel. A quorum of the Board of Directors shall act as the Hearing Panel at the Board's regularly-scheduled monthly meetings. The Hearing Panel will meet in Executive Session prior to the beginning of the open Board meeting.

9.2.7. Designated Representative. A Unit Owner may present to the Board (prior to or at the Hearing) written notification that another person is the Owner's designated representative. A designated representative may speak on behalf of the Owner.

9.2.8. Procedure for Hearing. Procedure for the Hearing will be set by the Board of Directors. The Unit Owner and his/her designated representative will be informed of the procedure before the Hearing begins. The Unit Owner and/or his/her designated representative will be given an opportunity to present supporting documentation and testimony to show cause why further enforcement action should not be authorized by the Board, which could include the levy of a monetary penalty and/or referral of the matter to the Association's attorney. Monetary penalties for failure to comply with the various CC&Rs or Rules and Regulations will be from \$50.00 to \$500.00 depending on the severity of the problem.

9.2.9. Proof of Delivery of Notice. Proof of delivery to the Unit Owner of the Notice of Hearing shall be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery is entered into the minutes of the meeting, by the officer, director, or agent who mailed or delivered the Notice.

9.2.10. Procedure if Owner or Representative Does Not Appear. If the Unit Owner or his/her designated representative does not appear at the hearing, the Board may levy a monetary penalty and/or refer the matter to the Association's attorney for further action.

9.2.11. Hearing Panel's Decision. Notice shall be sent to the Unit Owner by the Board or its designated agent, within fifteen (15) days after the date of the Hearing, stating the Hearing Panel's decision, including the amount of any monetary penalty that may have been imposed by the Board, and its due date.

9.2.12. Post-Hearing Grace Period. An additional grace period of 10 days, beyond the date of the Hearing, may be granted for correction of any violation brought before the Hearing Panel. Failure to correct said violation within that time frame will result in the monetary penalty that may have been specified for the violation being imposed retroactive to the date of the Hearing. The Board may impose the monetary penalty without a grace period.

9.2.13. Delinquency of Penalty. Any monetary penalty imposed, which has not been paid within thirty (30) days after its stated due date shall be delinquent, and a late charge of \$15.00 shall be added to the penalty.

9.2.14. Repeat Violations. The monetary penalty imposed may include a provision for the imposition of additional monetary penalties for each repeat or continuing instance of noncompliance of the violation that was the subject of the Hearing. Thus, daily (or other periodic) penalties for violation of a rule or restriction may accrue for ongoing issues of noncompliance until the violation is corrected or has ceased.

9.3. Collection of Penalties. The Association has a lien for penalties and associated late charges, attorney fees and costs, imposed for violation of a rule or restriction, after the entry of a judgment in a civil suit for penalties, late charges and associated attorney fees and costs, by a court of competent jurisdiction, and the recording of that judgment in the office of the Pima County Recorder. This lien is effective on conveyance of any interest in the subject Unit. The Association may collect the amounts due under the judgment prior to conveyance of the Unit, by any lawful means.

9.4. Cumulative Rights and Remedies. All rights and remedies of the Association at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy. This means that the Association's Board can decide to bring a lawsuit against an owner to enforce an applicable rule, restriction or statute in addition to or instead of imposing a monetary penalty.

ARTICLE 10

ASSESSMENT COLLECTION POLICY

10.1. Due Dates. The annual assessment, as determined by the Board in accordance with Article X of the CC&Rs, shall be payable in advance, in twelve (12) installments due on the first (1st) day of each month. Assessments or other charges not paid to the Association by the thirtieth (30th) day of the month in which they are due shall be considered past due and delinquent.

10.2. Billing Statement. The Association may, but shall not be required, to provide a billing statement or payment coupon book to an Owner. Non-receipt of a billing statement or payment coupon book shall in no way relieve the Owner of the obligation to pay the amount due by the due date.

10.3. Late Charges and Interest. Interest accrues at the rate of 12% per annum, on all delinquent assessments. A late fee of \$15.00 is charged if the monthly installment of annual assessment is not received by the Association on or before the 30th of the month in which the assessment installment is due. After late fees are added to the account, they become assessments and interest also accrues on unpaid late fees.

10.4. Acceleration of Assessment. If any installment of any assessment levied against a Unit remains unpaid for ninety (90) days beyond the due date, the Association may accelerate the remainder of the assessment installments and declare them due and payable in full.

10.5. Late Notices & Referral to Attorney for Collection.

10.5.1. After a monthly assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to send, a "late notice" to the Unit Owner who is delinquent in payment.

10.5.2. After a monthly assessment or other charge due the Association becomes sixty (60) days past due, the Association may cause, but shall not be required to send, a "second notice" to the Unit owner who is delinquent in payment.

10.5.3. If payment in full is not received within ninety (90) days, the Association will refer the account to an attorney for collection.

10.6. Liens. The Association may file a Notice of Lien against the Unit of any delinquent owner in accordance with the terms and provisions of the CC&Rs. However, the Association's lien arises in the CC&Rs, and no Notice is required to be filed for the lien to be in force.

10.7. Return Check Charges. A \$15.00 fee (or different amount deemed appropriate by the Board of Directors) shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument that is not honored

by the bank upon which it is drawn. Such return check charges shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the Unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the governing documents for the Association.

10.8. Required Payment by Certified Funds. If two or more of a Unit Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Unit Owner's future payments, for a period of one year, be made by certified check or money order.

10.9. Attorney Fees and Costs. Attorney fees and collection costs incurred by the Association for collection of delinquent assessments will be added to the amount due from the Owner and will also be a lien against the Unit.

10.10. Discontinuance of Water Service. At the Board's discretion, water service may be discontinued to the Units of Owner who are at least ninety (90) days delinquent in payment to the Association of Assessments and associated charges. The Board shall follow the procedures set forth in the policy it adopted in this regard.