Rules & Regulations
Casita Colony Recreation Association (CCRA)
Villa Monterey Unit III

Created & Approved by CCRA Board of Directors

Created: 12-11-07

Modified: 5-12-09, 2-12-11, 10-22-12, 10-8-13, 4-10-18, 10-09-18, 4-09-19, 11-5-21, 3-8-22, 12-4-22, 5-17-23, 5-27-23, 10 8-24, 12-10-24, 3-24-25, 10-14-25, 10-13-26

Mission Statement

To maintain the beauty of our community and support the lifestyle of our residents, the following Rules and Regulations have been adopted by the Board. Some have been in place for years; others are newly spelled out. Those covered in our existing CC&Rs and/or City of Scottsdale Codes are noted as such.

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Section 1: Property Maintenance

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The Villa Monterey III community values the condition and appearance of our properties. The rules below seek to ensure that characteristics visible to the street or to neighboring houses contribute to a clean and uncluttered community.

1-0. Property and Improvements

a. Each property and improvements thereon must be kept in satisfactory repair, maintenance and restoration to avoid unsightly conditions and blight. (CC&Rs 6-e)

b. Paint that is sun-bleached, peeling or flaked must be repainted to maintain or regain the original condition.

c. Stucco that is cracked or broken must be repaired and if necessary repainted.

d. Wood structures or understructures that are weathered or rotted must be repaired.

e. Clay tiles in roofing or other features that are broken, cracked, or missing must be repaired to maintain the original structure and aspect.

f. Tiles or other features that are in danger of falling must be repaired immediately to prevent injury.

1-1. Lamp Posts

a. Each home in VM III is required to have a working lamp post. (CC&Rs 6-k)

b. If there is not a lamp post in place, and there is a sale pending, VM III will not approve the sale until a lamp post is installed. (CC&Rs 6-k)

c. For the safety of our community, lamp posts need to be lit dusk till dawn. This applies whether the home is occupied, or not.

d. If need be, the Association will replace the bulb and charge the homeowner for the expense. (CC&Rs 6-e)

1-2. Landscape

a. When planting, be mindful of growth potential. Keep trees well back from common walls in the backyard. Adjoining neighbors have the right to trim any overhanging limbs or branches encroaching on their property.

b. Laundry or towels should not be in the front yard.

c. Plant material should not overhang or block the front sidewalk. (City of Scottsdale Code, Art. II, Sec. 18-5, 13)

d. Yards should be free of weeds, or plant growth that is dead, dry or overgrown. This includes desert daisies when they go to seed. (City of Scottsdale Code, Art. III, Sec. 18-9, a, 4)

e. If you are a seasonal resident install an automated watering system or landscape with plants that require little water and/or attention and will survive and be presentable in your absence.

f. Annually, residents are responsible for trimming palm trees on their property, prior to the seed pods opening. (City of Scottsdale Code, Art. III, Sec. 18-9, a, 4) Failure to trim palm trees on your property prior to seed pods opening will result in a fine of $100 per tree per month until the palm trees are trimmed.

g. Citrus trees are to be stripped of fruit at the end of the fruiting season (usually spring) but in any case, not later than April 30th to discourage roof rats. When fruit is allowed to drop and/or rot, clean-up is enforced by the City of Scottsdale. (City of Scottsdale Code, Art. III, Sec. 18-5, 20) Failure to strip fruit by June 30th will result in a fine of $100 per tree per month until fruit is removed.

1-3. Carports

a. Carports are intended for parking vehicles and propelled or self-propelled devices for the assistance of handicapped persons.

b. Since carports comprise a large portion of the visible front of most properties, they should satisfy a community aesthetic as well as a functional need, by providing a clean and uncluttered appearance for the property.

c. Bicycles / E-Bikes / Recumbent Bike

1. No more than two bicycles/e-bikes/recumbent bikes or combination thereof shall be parked inside a carport. Due to size, only one recumbent bike.

2. Tricycles of any size, scooters of any size, and skateboards, whether motorized or no-motorized, may not be parked in a carport.

3. Bicycles/e-bikes/recumbent bikes can only be stored on the front carport wall in front of parked vehicle.

4. No screens or wall may be installed or constructed on the back carport wall.

5. Refer to photo at the end of these Rules for exact placement.

6. The security of bicycles or any item stored in carports is solely the responsibility of the homeowner. Neither the VM III board of directors no its full membership shall be liable for the theft of any item.

d. Carports should not be decorated as rooms; however, a reasonable amount of wall-hung art is acceptable. Nothing other than vehicles or bicycles/e-bikes/recumbent bike as outlined above may be placed on the floor of a carport. That portion of the carport that extends from the stoop under the front door to the front of the building is a walkway, and, in addition, that portion of the carport that is immediately in front of and two feet adjacent to the utility room door with a depth of two feet (only in those units where the front door is at the front of the carport) is a walkway, and each may be decorated in a manner that does not obstruct its function. At the end of these Rules is a depiction of carport walkway configurations and allowed bicycle location.

e. Carports should be free of garbage receptacles and stored items. (CC&Rs 4), except in the case of a Board-approved Bin Storage Cabinet discussed below.

f. Carports should be free of garbage. (City of Scottsdale Code, Art. III, Sec. 18-9, a, 1)

g. Carports should be clean and free of oil stains.

h. Laundry may not be hung in the carport or walkway at any time.

i. Bin Storage Cabinet.

1. Pre-approved required: The homeowner must bring the specifics (design, dimensions, color scheme) of the bin to the Board for approval before placing in the carport.
2. Home requirement: Homeowners without side yards have let us know that it is cumbersome to transfer bins from the backyard to the sidewalk. So, the home must not have a side yard.
3. Design and Dimensions: The bin must be a fully enclosed, single unit with exterior dimensions of approximately 51”W x 29”D x 43”H.
4. Color: The bin must be of a solid color and must match the color scheme of the house.
5. Contents: The bin may contain up to two trash, recycle, and/or garbage receptacles. There may be no trash overflowing from it.
6. Placement: The bin must sit in the front carport wall in front of parked vehicle(s).

j. Carports should be free of equipment (CC&R's 4), except in the case of a water filtration system as discussed below:

1. The water filtration system must be completely enclosed in a cabinet that matches the color scheme of the house with maximum dimensions of 24" depth, 36" width, and 60" height.
2. The enclosed system must be placed against the carport wall in a manner that does not obstruct the carport walkway's function.
3. Exposed piping must be covered or painted to blend with the surroundings.
4. A "Minimal Plumbing Permit" must be obtained from the City of Scottsdale to verify correct installation and adherence to building codes.
5. Since an enclosed water filtration system is a permanent modification to the home, approval by the Board is required per Section 2: Home Modification.

k. To prevent clutter, only one of the following items is allowed in the carport:

1. Bicycles / e-bikes / recumbent bicycle, per 1-3.c.
2. Bin storage cabinet, per 1-3.i.
3. Enclosed water filtration system, per 1-3.j.

At the end of these Rules are images of example Bin Storage Cabinet solutions (VM III Bin Storage Cabinet Example 1, 2, and 3).

1-4. Parking

a. Vehicles cannot be parked in the yard portion of the property. (City of Scottsdale Code, Art. III, Sec. 18-7, b)

b. Recreational vehicles, campers, boats, trailers and inoperable vehicles should not be parked on the lot or on a street adjoining a lot. (CC&Rs 3)

c. Temporary loading/unloading of recreational vehicles and camper trailers is permitted.

d. Such temporary loading/unloading shall not exceed twenty-four (24) hours at any one time ("Temporary Loading/ Unloading Period").

e. No more than one Temporary Loading/Unloading Period is allowed in any seven (7) day period.

f. No one may reside in the vehicle at any time.

g. No part of such vehicle or related equipment may obstruct access to any portion of the sidewalk. (CC&Rs 3)

1-5. Estate Sales

a. A resident may have an "estate sale" at the time of starting or closing out ownership. (CC&Rs 1)

b. The Board may authorize an annual community-wide estate/garage sale at such time and on such conditions as the Board, in its sole discretion, may, from time to time, determine.

c. The Board may, in case of demonstrated unanticipated extraordinary circumstances, authorize a resident to have an estate/garage sale at such time and on such conditions as the Board, in its sole discretion may determine, and, provided further only one such sale shall be permitted to a resident or member of their household.

1-6. Trash Collection

For the benefit of Villa Monterey residents, in the 1970s the City of Scottsdale agreed to relax their requirement of city-provided, large rubbish buckets that could be picked up by mechanical means. In compliance with Scottsdale, the following guidelines have been established:

a. Place garbage in plastic bags, tied securely to prevent the contents from spilling, and by the curb early in the day pick up is scheduled. Placing garbage out the night before is discouraged because it attracts animals.

b. Cans with lids are permissible, but they should not exceed 30 gallons and should weigh under 60 pounds each.

c. Loose debris (such as plant clippings) should be boxed or bundled to be conveniently picked up.

Section 2: Home Modification

Created & Approved by CCRA Board of Directors
Created: 12-11-07
Modified: 4-15-11, 11-12-12, 2-8-14, 4-10-18, 10 09-18, 4-09-19, 3-24-25, 10-13-26

Requests for approval of a Home Modification can be made by completing the Association's Home Modification Application form. The form can be obtained on the Association's website, www.villamonterey3.org or from a Board member.

2.1 Home Modifications

Villa Monterey Units 1 – 7 were placed on the Scottsdale Historic Register on June 7, 2010, Ordinance No. 3944, 13-ZN-2010. Numerous modifications to the exterior and grounds of all homes must have preapproval by the Scottsdale Historic Preservation Commission (HPC) prior to making any modifications. Homeowners must contact the HPC for the guidelines and preapprovals. Some modifications may also require building permits. It is the responsibility of the homeowner to comply with City of Scottsdale Ordinances.

2.2 Declaration of Restrictions (CC&Rs 6-i)

"The Board shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions, changes or alterations to the exterior of any building or in any fence, wall or other structure shall be subject to the prior approval of the Board."

Following is a list of modifications that the modification committee/Board will consider, and a list that will not be considered. The list may not cover all modifications. It simply includes those most requested. All modifications not listed as "Modifications That Will Not Be Approved" will be considered.

2.4 Modifications That Will Be Considered For Approval by the Association

a. Exterior paint color; exterior paint colors that are on the CCRA palette will be approved; colors not on the CCRA palette will require consideration by the Board.

b. Front patio with a wall; height of wall should be suitable for seating and shall never exceed 36 inches

c. Front patio without a wall

d. The area of a front patio, with or without a wall, shall not exceed 40% of the area from the sidewalk to the front of the house, not including the area of the driveway.

e. Replacing the front window with a door, provided that the opening is not greater than 72 inches

f. Window additions & modifications (different type or style)

g. Redesign of the front door/entry

h. Awnings

i. Changes to make the home handicap accessible, provided that a handicapped person resides in the home

j. Hardscaping materials; these materials must be from a "natural" color palette

k. Modification of the carport or driveway pad; carport pad colors must be from a "natural" color palette

l. Addition of a security feature to doors or windows

m. Side yard gates or doors

n. Solar Energy Devices

   i. In planning the installation of a solar energy device the applicant should design the installation so that the solar energy device is not visible from the street or an adjacent property to the extent practical.
   ii. To the extent that the installation of a proposed solar energy device will be visible from the street or an adjacent property, the plans shall include architectural treatment, consistent with the style of the residences of Villa Monterey III and its historic designation, to minimize the visual impact of the installation.

iii. Nothing in these rules shall be applied or interpreted to prohibit the installation or use of solar energy devices, to impair the function of a solar energy device, restrict its use, or adversely affect the cost or efficiency of the solar energy device.

o. Enclosed water filtration system in the carport per Section 1-3. Carports.

2.5 Modifications That <u>Will Not</u> Be Approved by the Association

a. Enclosing a carport with a garage door

b. Walls taller than 36 inches that enclose the front yard

c. Stand-alone structures in the front yard

d. Storage structures in the carport

e. Removal of original medallion

f. Paint or other liquid coatings

2.6 Modifications That Do Not Need To Be Submitted to the Association for Approval

a. Landscaping (not including any hardscaping); landscaping should not completely obstruct the view of the home

b. Lamppost selection
i. (Lampposts should be black, and placed at the corner of the driveway and sidewalk.) **(CC&Rs 6-k)**

c. Like kind replacement of HVAC equipment in the same location

d. Like kind replacement of driveway in the same location

e. Satellite Dish less than 3’ in diameter

f. TV antenna less than 6’ long

Section 3. CCRA-Related Expenses

Created & Approved by CCRA Board of Directors
Created: 12-11-07
Modified: 2-12-08, 3-11-08, 5-12-09, 4-15-11, 2-8-14, 1-1-15, 11-10-15, 4-10-18, 5-17-23, 5-27-23, 3-24-25

3-1. Annual HOA Dues

a. Annual dues are as established by the Board of Directors. (CC&Rs 6-d-iii) The annual dues cover the period 1/01 through 12/31 each year and are due and payable on January 1st of each year.

b. If the annual dues remittance is not received by March 1st, a late fee equal to 10% of the annual dues may be assessed.

c. Note: "Annual dues" are also known as the "Regular Assessment" in both the Arizona Planned Community statutes and the By-Laws of the Casita Colony Recreation Association.

3-2. Working Capital Fee

a. With each change of property ownership, excluding change of occupancy, there is due a Working Capital Fee, established by the Board of Directors, to support capital improvement and maintenance activities.

b. This fee is payable to CCRA from escrow funds at closing.

3-3. Disclosure Fee

a. With each change of property ownership, there is due a charge for mandated disclosure materials, capped at $400.00 per A.R.S. 33-1806.

b. This fee is payable to CCRA from escrow funds at closing.

3-4. Expedited Processing Fee

a. If disclosure documents are required for a closing 14 days or less, and if the HOA is able to expedite, there is an additional fee as established by the Board of Directors.

b. This fee is payable to CCRA from escrow funds at closing.

3-5. Update of Information Request Fee

a. If a buyer has been approved and a delay in closing results in the lender wanting a new date on our original consent, there is an additional charge for this update, as established by the Board of Directors.

b. This fee is payable to CCRA from escrow funds at closing.

3-6. Late Charge for Seller Disclosure Form

a. If a seller does not fill out the Seller Disclosure Form in a timely manner, and thereby threatens to delay a sale transaction, there is an additional charge as established by the Board of Directors.

b. This fee is payable to CCRA from escrow funds at closing.

3-7. CCRA-Related Expense Table

Expense Name	Fee Amount
a. Annual HOA Dues	$649.00
b. Annual HOA Dues Late Charge	$64.90
c. Working Capital Fee	$2,000.00
d. Disclosure Fee	$400.00
e. Expedited Processing Fee	$100.00
f. Update of Information Fee	$50.00
g. Late Charge for Seller Disclosure Form	$100.00

Section 4: Recreation Area Facilities

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Created: 12-11-07
Modified: 2-12-10, 4 15-11, 4 10-18, 11-05-21, 12-20-24, 3-24-25, 10-14-25

Introduction

Membership in Casita Colony Recreation Association is limited to homeowners in Villa Monterey, Unit Three. Fees to cover the cost of operating, maintaining, and cleaning the recreation facilities are charged to the Association, and paid by homeowners thru their annual dues.

In order for facilities of the recreation area to be enjoyed to the fullest by all Association members, certain requirements and regulations are necessary which apply not only to members, but also to guests and others who are be permitted to use the recreation area.

Association members have the responsibility to assist in maintaining our properties and keeping them in good repair and condition.

Member complaints, criticisms or suggestions must be submitted to the Board of Directors, in person or in writing (signed by the member). Complaints or criticisms should be accompanied by the member's suggestions or recommendation for improvement.

Members who note violations or happen to see large groups using any of the facilities who may not be entitled to do so (no previous posting to the www.villamonterey3.org Ramada Reservation) should promptly notify a Board Member so that action may be taken, if required.

Games: are available for check-out and use by residents and reservation guests.

Temperatures: swimming pool is maintained not to exceed 88 degrees, and therapy pool at 102 degrees.

A. Reservation and Responsibility

1. The Association has a standing reservation of the Ramada for the following community events:
    a. Regular Board Meetings - Second Tuesday of each month from 6 to 9 pm (except June, July and August).
    b. Annual Shareholder Meeting - Second Saturday of February from 9 am to Noon.
    c. Finally Friday – Informal social on first and third Fridays of each month, from 5:30 to 7:00pm.

2. The Association schedules various community events such as Neighborhood Watch, weekend coffees, etc.
3. The Ramada is available for use by residents and a reasonable number of invited guests.
4. The Ramada cannot be reserved for commercial events.
5. A Ramada Reservation encompasses the Ramada and its facilities. You are welcome to use the oven, refrigerator and grill during the event.
6. A Ramada reservation does not include the pool, cabana, or spa, so you can expect the community to be using the pool, cabana, and spa during your reserved event.
7. The resident reserving the Ramada must be present for the event and is responsible for set-up, clean-up, and any damage done at the event. Guests must be aware of the pool/spa rules.
8. The owner is responsible for any damages done at the event, whether owner is present or not.
9. Event noise and parking must not impact the neighborhood.
10. Per Fire Department rules, gates to the Ramada area cannot be propped open during an event, and must therefore be closed and allowed to latch after entering or leaving the area.
11. Keys to the recreation area remain the property of the homeowner, and are not to be given to any person other than residents or limited-time house guests.
12. For set-up of games, inflatables, barbecue grills or tables in the grass area, refer to the Ramada Reservation Process located on www.villamonterery3.org website.
13. No pets of any kind are permitted in the recreation area, unless part of a Board-sanctioned social function, or as allowed by state or federal regulations allowing service animals in the aid of disability.
14. All gates to the Recreation Area remain locked at all time, so please ensure that all gates are closed and locked when you leave.

B. Cleanup

1. Please use trash cans and recycle cans provided, and replace the plastic liners (available in cabinet) when full.
2. The grounds, pool, spa and facilities of the recreation area shall be maintained in neat, clean and well-kept condition.

3. After use, the Ramada facilities and recreation area must be left in neat, clean and usable condition.
4. After use, the Ramada range, oven, refrigerator and sink must be left in neat, clean and usable condition.
5. Return Ramada tables and chairs to their original locations.
6. Ramada lights, ovens, and range must be turned off before you leave the area.
7. Motion-activated security lights around the pool, Cabana, and Ramada are empowered at all times.
8. Pool lounge chairs must be returned to under the covered Cabana.
9. Pool tables and chairs must be returned to their original locations around the pool.
10. Ramada areas must be cleaned up prior to closing the event.
11. Bathrooms must be checked to ensure their cleanliness and that water is not left running.
12. Pool floats/shuffleboard equipment must be put away, if used.
13. Ensure that all gates are closed and locked when you leave.
14. Ramada cleanup checklist:
    a. Clean and wipe down countertops.
    b. Clean oven and refrigerator, if used.
    c. Wash any utensils or towels you use.
    d. Wipe off any tables used
    e. Turn fans, lights, and water off.
    f. Take garbage bags out the Thornwood gate and place them on the rocks outside the gate.
    g. Put new bags in the trash cans if needed. Plastic bags are under the sink.
    h. Roll up the Ramada curtains, if used.
    i. Do not leave food or drinks in the refrigerator.

C. Safety

1. Residents and guests must follow all rules posted in the pool/cabana/spa, and in the common recreation area.
2. No lifeguard is present in the VM3 recreation area, the pool, or the spa, therefore residents and guests are responsible for their own safety and the safety of others in their party.
3. No glass bottles, or glassware of any kind, shall be used in the pool and spa area.
4. All guests, except family house guests, must be accompanied at all times by a resident member, and are subject to all the rules and regulations listed.

5. No children under age sixteen (16) are allowed in the recreation area, unless accompanied by an adult.
6. No diving, running, rough-housing or loud and inappropriate play is allowed in the pool/spa area.
7. Use of the pool by residents and guests must not interfere with use by other residents and guests.

D. No Smoking Policy

1. To promote a healthy and safe environment for all residents and guests, smoking is prohibited in all common areas of the VM3 community.
2. "Smoking" includes the burning, carrying, or otherwise handling of any lighted or smoldering product, such as tobacco or marijuana, utilizing any methods, such as cigarettes, cigars, or pipes. This policy also prohibits the use of any e-cigarettes and vaping devices for any products, such as nicotine, cannabis, or dried herbs.
3. “Common areas" include, but are not limited to, the clubhouse, pool area, spa area, bocce ball court, Ramada, walkways, sidewalks, entryways, and all other areas owned or maintained by the Association.
4. This policy applies to all residents, guests, and contractors within the community.

Section 5: Funding for Social Activities

Created & Approved by CCRA Board of Directors

Created: 12-13-2005

Modified: 5-12-09, 4 15-11, 11-06-21

5-1. Social Incentive Fund

a. The Annual Budget includes a modest amount dedicated to promoting a robust social activity calendar that involves all association members. These funds provide "seed" money, so committee members are not dependent upon personal resources for event planning and implementation. An example would be loaning funds towards a deposit for a banquet area for the annual holiday party.

b. Social committee members should carefully calculate all expenses anticipated in producing a successful activity involving all association members. These anticipated expenses are then divided by the estimated number attending the activity and built into the per-person cost. Unanticipated expenses can be submitted to the CCRA Board of Directors for possible reimbursement.

c. The CCRA Board of Directors encourages a strong social activity calendar that involves all members of the Association. The Social Incentives account is one way of supporting this goal.

5-2.Social Activities Fund

a. This fund aims to hold events open to all community members and maintain or enhance items in the public area that all residents can use.

b. The source of this fund is the net profit from social events. These monies are separate and independent of the HOA's General Fund. (i.e., funds collected from annual dues and other HOA- related fees).

c. The Social Committee Chairperson manages these funds. The Social Committee Chairperson will report its cash balance to the board at the September and May Board Meeting.

5-3. Funding for Social Activities

a. Residents who purchase items for community-sponsored social events can request reimbursement from this fund.

b. Examples of an approved refund include:

1. Food and beverage for social events (not potluck dishes brought by attendees)
2. Decorations

c. Expenses need to be modest and reasonable. If the cost or need of a product is questionable, contact the Social Committee Chairperson in advance of the purchase.

d. The use of this fund can go towards “prize money” for community competitions. An example is the Holiday Lamp Post/ Yard Decorations Contests. The number of prizes must be reasonable and needs advance approval by the Social Committee Chairperson.

e. Under no circumstances are either of these funds used to support the activities or needs of a few residents. Instead, they support events open to all VM 3 residents.

Section 6: Legal Forms of Home Ownership

Created and Approved By CCRA Board of Directors
Created: 10-22-12
Modified: 10-22-12, 12-4-22

6-1. General

a. The premises are hereby restricted to dwellings solely for residential use as an adult community, and at least one resident of each dwelling shall be fifty-five (55)years of age or older, and in no case shall there be a resident under eighteen (18) years of age. (CC&Rs 1)

b. Business activity shall not be conducted upon the premises owned by any Association member. (CC&Rs 1)

c. The Board of Directors of Casita Colony Recreation Association shall have the power to approve or disapprove any and all changes in occupancy or ownership of lots in the subdivision and the sale, transfer and conveyance thereof. (CC&Rs 6- f)

6-2. Natural Person(s)

a. Ownership by one or more natural persons is allowed.

b. The Application for membership shall include such information as the Board may from time to time require, including, without limitation, the identity of the proposed owner(s), the identity and age of all proposed residents. Any change in ownership or occupancy is subject to the prior approval of the Board. (CC&Rs 6-f)

c. In the case of ownership by more than one natural person, the owners shall designate, by written notification to the Secretary of the Association, which of them shall be the voting shareholder. (By-Laws Art. III, Section 1-b)

d. The premises shall only be occupied by the Owner and the members of the Owner's household, one of whom shall be at least fifty-five (55) years of age and none of whom may be less than eighteen (18) years of age. (CC&Rs 1 & 6-j)

e. In the event that neither the Owner nor any member of his/her household is at least fifty-five (55) years of age, the Owner shall execute an acknowledgement that no person may reside in the premises and the Owner shall acknowledge that the inability to reside in the premises is not an undue hardship resulting from extraordinary circumstances as those terms are used in CC&Rs 6-j, in a form acceptable to the Association. In addition, the Owner shall each execute a recordable agreement that the premises shall not be rented or leased or occupied by any person or persons in a form acceptable to the Association.

6-3. Trust

a. Ownership by a Trust is permitted. The Beneficiary must be a natural person.

b. Where a Trust is the proposed owner, the Application for Membership shall include a copy of the Trust, current as of the date of Application, and the Trustees statement of incumbency of trustee, and the Trustees statement of current Beneficiary. The Application for membership shall include such information as the Board may from time to time require, including, without limitation, the identity of the proposed owner, the identity and age of all proposed residents. Any change in ownership or occupancy is subject to the prior approval of the Board. (CC&Rs 6-f)

c. The premises shall only be occupied by the Beneficiary and the members of the Beneficiary's household, one of whom shall be at least fifty-five (55) years of age and none of whom may be less than eighteen (18) years of age.

d. Any change in the Beneficiary or amendment of the Trust is subject to the rules and procedures that apply to a sale, transfer or conveyance of a lot or the change in occupancy, including, without limitation the right to approve or disapprove and the then current transfer fee.

e. The Trustee shall, by written notification to the Secretary of the Association, designate the current beneficiary of the trust as the voting shareholder.

f. In the event that neither the Beneficiary nor any member of his/her household is at least fifty-five (55) years of age, the Trustee and the Beneficiary shall each execute an acknowledgement that no person may reside in the premises and the Trustee and the Beneficiary shall each acknowledge that the inability to reside in the premises is not an undue hardship resulting from extraordinary circumstances as those terms are used in CC&Rs 6-j in a form acceptable to the Association. In addition, the Trustee and the Beneficiary shall each execute a recordable agreement that the premises shall not be rented or leased or occupied by any person or persons in a form acceptable to the Association.

g. The Trust and the Beneficiary shall each be responsible for compliance with all of the provisions of the CC&Rs, the By-Laws and the Rules, including, without limitation, the obligation to pay any amounts assessed pursuant to CC&Rs 6-d, 6-e, and 8.

6-4. Limited Liability Company

a. All Limited Liability Companies

1. Ownership by a Limited Liability Company (LLC) is permitted.

2. The Application of Ownership and Occupancy shall include a copy of organizing documents of the LLC, current as of the date of Application, a current certificate of Good Standing, a statement of incumbency of Members, and a statement of incumbency of Managing Member, if any.

3. The LLC shall annually furnish the Secretary of the Association a Certificate of Good Standing.

4. The LLC shall, by written notification to the Secretary of the Association, designate either the sole Member or the Managing Member as the voting shareholder.

5. The LLC and the Member(s) shall each be responsible for compliance with all of the provisions of the CC&Rs, the By-Laws and the Rules, including, without limitation, the obligation to pay any amounts assessed pursuant to CC&Rs 6-d, 6-e, and 8 and shall acknowledge such obligation in a form acceptable to the Association.

b. Single Member LLC

1. If the Owner is a single member LLC, the premises shall only be occupied if the Member is a natural person and then only by the Member and members of the Member's household, one of whom shall be at least fifty-five (55) years of age and none of whom may be less than eighteen (18) years of age.

2. If the Owner is a single member LLC and either the Member is not a natural person or neither the Member nor any member of his/her household is at least fifty-five (55) years of age, the LLC and the Member shall each execute an acknowledgement that no person may reside in the premises and the LLC and the Member shall each acknowledge that the inability to reside in the premises is not an undue hardship resulting from extraordinary circumstances as those terms are used in CC&Rs 6-j in a form acceptable to the Association. In addition, the LLC and the Member shall each execute a recordable agreement that the premises shall not be rented or leased or occupied by any person or persons in a form acceptable to the Association.

3. Any change in the membership or amendment of the organizing documents of the LLC is subject to the rules and procedures that apply to a sale, transfer or conveyance of a lot or the change in occupancy, including, without limitation the right to approve or disapprove and the then current transfer fee.

c. Multiple Member LLC

1. If the Owner is an LLC with more than one member then the members shall designate a sole Managing Member. The premises shall only be occupied if the Managing Member is a natural person and then only by the Managing Member and members of the Managing Member's household, at least one of whom shall be fifty-five (55) years of age and none of whom may be less than eighteen (18) years of age.

2. If the Owner is a multiple member LLC and either the Managing Member is not a natural person or neither the Managing Member nor any member of his/her household is at least fifty-five (55) years of age, the LLC and the Managing Member shall each execute an acknowledgement that no person may reside in the premises and the LLC and the Managing Member shall each acknowledge that the inability to reside in the premises is not an undue hardship resulting from extraordinary circumstances as those terms are used in CC&Rs 6-j in a form acceptable to the Association. In addition, the LLC and the Members shall each execute a recordable agreement that the premises shall not be rented or leased or occupied by any person or persons in a form acceptable to the Association.

3. Any change in the membership of the LLC or amendment of the organizing documents of the LLC is subject to the rules and procedures that apply to a sale, transfer or conveyance of a lot or the change in occupancy, including, without limitation, the right to approve or disapprove and the then current transfer fee.

Section 7: Change in Occupancy

Created and Approved by CCRA Board of Directors
Created: 10-8-13
Modified: 10-8-13

7-1. Power to Approve

a. The Board of Directors of Casita Colony Recreation Association shall have the power to approve or disapprove any and all changes in occupancy or ownership of lots in the subdivision and the sale, transfer and conveyance thereof. (CC&Rs 6-f)

7-2. Change of Occupancy

a. In the event of a change in occupancy of a unit (other than short term visitation) the Application for Change of Occupancy form must be submitted to the Admissions Chairperson for Board approval.

Section 8: Schedule of Fines

Created and Approved By CCRA
Created: 10-8-24
Modified: 3-24-25

The Board of Directors of Casita Colony Recreation Association has adopted the following Schedule of Fines to specify and document the Board's "power to impose monetary penalties upon the owner(s) of lots for violations of the Declaration of Restrictions for Casita Colony Recreation Association ("Declaration"), Bylaws and Rules of the Association." (CC&Rs 8)
Initial fine amounts, resolution times, and additional fines were determined based on the nature of the offense and market research on typical HOA fines.

8-0. Failure to Maintain Lot and/or Structures and Improvements Thereon (CC&Rs 6e)

a. $25 initial fine, $25 additional fine per month

b. See Section 1. Property Maintenance, subsection 1-0. Property and Improvements, for typical issues and resolutions.

8-1. Inoperable Lamp Post Violations

a. $10 initial fine, $10 additional fine per month

b. See Section 1. Property Maintenance, subsection 1-1. Lamp Posts, for a description of Lamp Post rules. The $10 fee may be used to cover the cost of lightbulbs that Property Maintenance provides to residents.

8-2. Landscaping Violations (Excessive weeds, plant growth)

a. $75 initial fine, $25 additional fine per month

b. See Section 1. Property Maintenance, subsection 1-2. Landscape, for a description of weeds and plant growth rules. The $75 initial fee may be used to hire a landscaper to clear the weeds in the yard of the resident who received the violation.

8-3. Landscaping Violations (Palm trees and citrus trees)

a. $100 per tree initial fine, $100 additional per tree per month

b. See Section 1. Property Maintenance, subsection 1-2. Landscape, for a description of Palm Trees and Citrus Trees rules.

c. The $100 fee may be used to hire a palm tree trimmer or a fruit stripping service to clear the violation.

d. The $100 monthly penalty is meant to motivate the owner to trim palm trees in a timely fashion, before the seed pods open, and to strip fruit before they attract roof rats.

8-4. Prohibited Items in Carport or on-Premise Violations

a. $25 initial fine, $25 additional fine per month

b. See Section 1. Property Maintenance, subsection 1-3. Carports, for a description of Carport rules.

8-5. Unauthorized Parking Violations

a. $50 initial fine, $10 additional fine per day

b. See Section 1. Property Maintenance, subsection 1-4. Parking, for a description of Parking rules. A City of Scottsdale parking fine is a similar amount.

c. The additional $10 daily fine is to motivate the owner to move the unauthorized vehicle immediately.

8-6. Unauthorized Estate Sale Violations

a. $25 per initial fine, $10 additional fine per day

b. See Section 1. Property Maintenance, subsection 1-5. Estate Sales, for a description of Estate Sale rules.

c. The additional $10 daily fine is to motivate the owner to cease the unauthorized estate sale immediately.

8-7. Trash Collection Violations

a. $25 initial fine, $25 additional fine per week

b. See Section 1. Property Maintenance, subsection 1-6. Trash Collection, for a description of Trash Collection rules.

c. The additional weekly $25 fine is to motivate the owner to remove accumulated trash immediately to avoid a health hazard.

8-8. Addition or Modification to Home or Structure on Premise without Architectural Approval

a. $250 initial fine, $100 additional fine per month

b. See Section 2. Home Modification for a description of Home Modification rules.

c. Since Villa Monterey III is on the Scottsdale Historic Register, alterations to properties must be approved by CCRA Home Modification Committee, and depending on the nature of the proposed change, may also require approval by the Scottsdale City Planning Department, and the Scottsdale Historic Preservation Commission.

d. The $250 initial fine and $100 additional fine per month is to motivate the owner to gain pre-approval or reverse an unauthorized modification in a timely fashion.

8-9. Violation of Rules Governing Use of Recreation Area Facilities

a. $25 fine plus cost of repairing or restoring any damage

b. See Section 4. Recreation Area Facilities for a description of Recreation Area Facilities rules.

8-10. Legal Forms of Home Ownership Violations (Rentals, 55+)

a. $250 initial fine, $350 additional fine per month

b. See Section 6. Legal Forms of Home Ownership for a description of the rules.

c. Initial and monthly fine amounts are higher to motivate owners to remove unauthorized renters in a timely fashion.

8-11. Sign Violations (CC&Rs 3)

a. $25 initial fine, $25 additional fine per week

b. The additional $25 fine per week is to motivate the owner to remove the sign immediately.

8-12. Late Charges (CC&Rs 8c)

a. Late charge for failure to pay within 30 days: $15.00 or 10% of the unpaid amount, whichever is less.

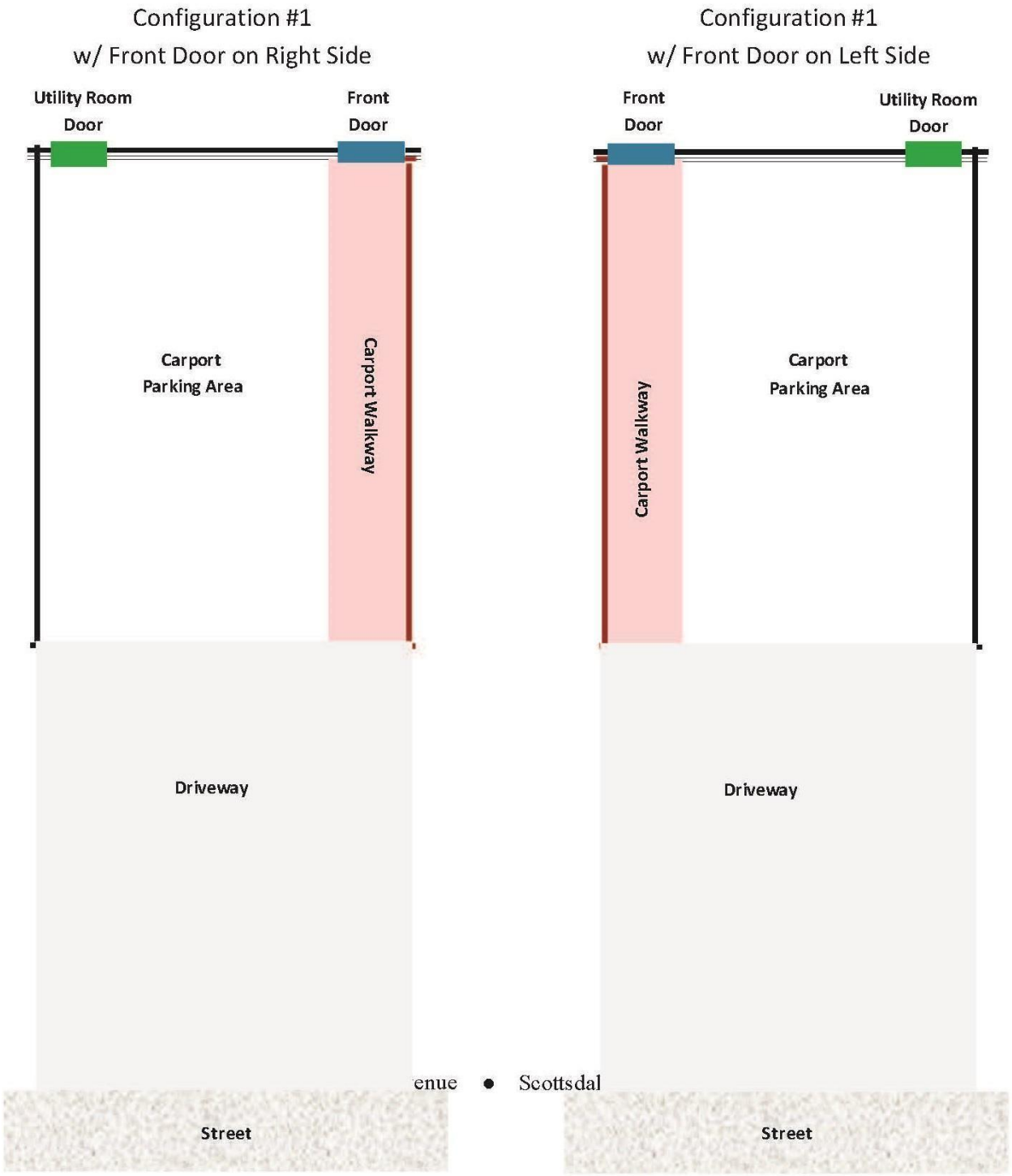
8-13. Late Charge for Seller Disclosure Form

a. $100 initial, $100 additional per week

b. Late charge for seller failing to fill out and present to CCRA the Seller Disclosure Form required for completion of a real estate sale transaction.

c. Additional $100 per week is to motivate owner to complete the required document.

Aerial View of VM III Carports



VM III Carport Bicycle Allowed Location



VM III Bin Storage Cabinet – Example 1



VM III Bin Storage Cabinet – Example 2



VM III Bin Storage Cabinet – Example 3

