

CANYON VIEW AT VENTANA

Condominium Association Management Office

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January 26, 2015

Ft. Lowell Realty
Attention: Gisela Reese
2921 East Ft Lowell Suite 203
Tucson, AZ 85716

Dear Property Managers for Canyon View Units:

Enclosed please find a revised and approved copy of the Canyon View at Ventana Rules and Regulations (R&Rs), which went into effect January 1, 2015.

According to the R&Rs, Article 2.2.1, "owners must provide each of their tenants with a copy of the Rules, and ensure that their tenants have a clear understanding of tenant compliance". Also, per the rules, Leasing Rules, Article 2.1.2, "Any owner who leases out a Unit must provide the Association Management Office, in advance of the tenant's occupancy with: (A) tenant's name, (B) contact information for all adult tenants, (C) duration of lease, and (D) description of tenant's vehicle(s) and license plate(s) number(s). Enclosed is a copy of the new Required CVV Tenant Information form to submit to our office. Per Arizona statute **the Association may charge an owner a penalty of \$15 for each incident of late, incomplete, or missing tenant information** (Article 2.1.2(a)).

Other important changes are summarized below:

- Article 5.4.1 (page 11) states "no more than two bird feeders total, only of seed or hummingbird type, are permitted per Unit."
- Article 5.4.4 (page 11) states "...pedestal or on-the-ground bird baths are prohibited. Bird feeders may NOT be placed on pedestals or staked into the ground in common area, or hung from roof eaves, overhangs or gutters."
- Article 7.6.4 (page 14) states "no item(s) may be hung from any part of the stair structure (under stair or from railings) or from roof eaves, overhangs, or gutters."
- Article 7.6.6 (page 14) specifies that "wind chimes are prohibited in common areas; they must be placed inside unit patios."
- Article 8.4 (page 16) mandates "owners who store a vehicle at CVV during their absence from the property must park that vehicle in their assigned carport spot and notify the Association office that they are doing so. Contact information must be provided, including who will have vehicle keys."

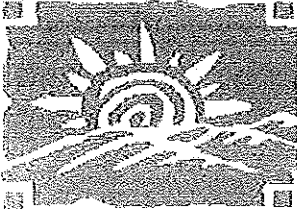
Please assist the Association office by ensuring a copy of the revised rules and regulations are given to each tenant. Please also remind tenants to direct all their questions to your office.

Thank you in advance for your assistance. Please feel free to contact me directly if you have any questions.

Sincerely,

Cindy Nickles

Cindy Nickles,
Canyon View at Ventana Association Manager



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REQUIRED CVV TENANT INFORMATION

DATE: _____

UNIT #: _____

NAME OF RECORDED OWNER(S): _____

1. TENANT(S) NAME:

2. CONTACT INFORMATION FOR ADULT TENANT(S):

TENANT(S) TELEPHONE NUMBERS: _____

EMAIL ADDRESS: _____

3. DURATION OF LEASE:

BEGINNING DATE: _____ ENDING DATE: _____

4. VEHICLE(S) DESCRIPTION AND LICENSE PLATE(S):

VEHICLE 1: MAKE/MODEL: _____ COLOR: _____ LICENSE #: _____

VEHICLE 2: MAKE/MODEL: _____ COLOR: _____ LICENSE #: _____

VEHICLE 3: MAKE/MODEL: _____ COLOR: _____ LICENSE #: _____

MANAGEMENT COMPANY: _____

LEASING AGENT'S NAME: _____

CONTACT NUMBER: _____

**CANYON VIEW AT VENTANA CONDOMINIUM
ASSOCIATION RULES AND REGULATIONS**

Effective Date: January 1, 2015

Approved by the Board of Directors CVV on December 16, 2014

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CANYON VIEW AT VENTANA CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

The following Rules and Regulations ("Rules") are a supplement to the Covenants, Conditions, Restrictions ("CC&Rs") for Canyon View at Ventana ("CVV") and are not to be considered as the sole statement of rules, regulations and restrictions for CVV.

These Rules have been established by the Board of Directors of Canyon View at Ventana Condominium Association in accordance with Section 9.3 of the CC&Rs. These Rules remain effective unless or until amended or rescinded by the Board of Directors. The Board of Directors is also responsible for the uniform and consistent enforcement of the Rules.

When owners purchase their Units at CVV, they are obligated to comply with CVV's governing documents. Owners, tenants and guests are expected to conduct themselves in a respectful manner on the Canyon View at Ventana property.

Owners are responsible and accountable for any breach of the CC&Rs and/or the Rules by their agents, tenants, or guests; owners are subject to the Enforcement Policy procedures that follow the Rules, including imposition of monetary penalties.

It is the responsibility of each CVV resident, whether an owner or a tenant, to become familiar with these Rules and abide by them. It is the owner's responsibility to ensure that a copy of the Rules is available for each and every tenant.

An Owner may request a variance from compliance with a specific provision of the CC&Rs. Such a request must be submitted to the CVV Board in writing, specifying the exact and unique circumstances necessitating the variance. The CVV Board will review the request, and may condition an approval with time frames, making it temporary or permanent, or rescinding the variance upon sale of the Unit. Granting of one variance in one instance does not obligate the Board to grant another variance under similar circumstances. The granting of a variance does not waive compliance with any other terms of the CC&Rs or the owner's obligation to comply with all other governing documents, regulations and laws.

The CVV Board of Directors solicits your cooperation in keeping Canyon View at Ventana Condominium an attractive place to live and a community in which we all take pride. The policies set forth or reflected in these Rules are designed for good community relations and for the safety and wellbeing of all and to protect the investment of the owners.

**CANYON VIEW AT VENTANA CONDOMINIUM
ASSOCIATION RULES AND REGULATIONS**

ARTICLE 1: Management Office, Owner Contact Information, Unit Maintenance, Association Access to Unit

1.1 Role of the Association's Management Office, Common Area Keys: Canyon View is a residential condominium community. The Canyon View Management office is strictly for the purpose of managing the business of the Association. Therefore, the office will **NOT provide personal service to owners and residents, including but not limited to:** arranging or managing Unit rentals, handling personal affairs for owners or tenants, providing keys for access to Units, holding car keys, taking messages, handling mail (including package pick up/deliveries), providing fax or copy service or providing tourist information.

The office will not recommend or endorse property management companies or contractors for interior unit repair, maintenance, or upgrading.

Owners or tenants may not interfere with, interrupt the work of, or make special requests of property maintenance staff or contractors or vendors working for the Association. All requests and concerns must go through the Association office.

Per Arizona law, complaints made to the Association office regarding Rules violations may not remain anonymous. Refer to the attached form "Association Complaint Declaration".

Owners or tenants who duplicate a common area key on their own, or loan a key, will be responsible for the cost of re-keying, including issuing new keys to all other authorized users.

When an owner is delinquent in the payment of assessments and associated charges, the CVV Board has the right to suspend the owner's (and his tenant's) access to all common area facilities (clubhouses, business center, fitness center, pools and spas, tennis court and trail gate) and will collect all common area keys from the owner and/or his tenant.

1.2 Owner Contact Information: Owners **MUST** provide their contact information to the Association Office. In the event of an emergency, it is essential that the Association be able to contact owners. If an owner is allowing someone else, such as a family member, to live in the Unit, that person's contact information must also be provided to Association Office if the owner is not living in the Unit.

Required contact information is name, address and phone number. E-mail addresses should also be provided for general contact purposes.

1.3 Unit Maintenance Duties of Owners, Roof Access, Plumbing Repairs: Owners are responsible to maintain, repair, replace, and restore the Limited Common Elements of their Units. This includes: storage closet interiors, interior walls and ceilings (plaster, paneling, tiles,

wall paper); interior finished flooring; concrete slabs at front door and on patios; all screens; awnings (for west side Units); doors (storage closet, front and patio); windows; heat and air conditioning units (interior and on roof); hot water heaters; fireplace flue and all chutes, pipes, ducts, vents, and wires that serve only one Unit; patio fixtures (lights, fans), plumbing fixtures and connections.

1.4 Window Maintenance: All windows (including window glass, seals and gaskets), are the responsibility of owners to maintain and repair. Leaks and damage resulting from improper maintenance are the owner's responsibility and cost. "Weep holes" at the bottom of screens must not be plugged. Doing so will result in interior water damage to walls, which will be the owner's cost to repair.

1.5 Front Door and Patio Lights: Lights by front doors to Units are Common Elements, maintained by the Association. Patio lights are maintained by owners, at their own expense. Yellow-colored bulbs ("bug lights", purchased by the owner) may be substituted in front door lights. Patio lights must be white or yellow (bug lights).

1.6 Repairs:

1.6.1 If a repair or improvement requires that water to the Unit be turned off, the owner must contact the Association office 24 hours in advance where possible, in order that other building residents can be notified.

1.6.2 If roof access is required for a repair or maintenance, an owner must notify the Association office when a contractor, hired by the owner, requires access to the building roof (i.e. for air conditioner maintenance or replacement, duct and vent cleaning). All requests for pest control on the roof must be handled by the Association office. Owners and tenants are NOT PERMITTED on the building roof.

1.6.3 An owner is liable for the repair cost of any damage to a Unit, resulting from roof damage (e.g. water leak damage) caused by their contractor, as well as any trash, parts, and/or debris left on the roof by their contractor. An owner will be responsible for all removal costs of any repair materials, air conditioner parts, or old air conditioning units left on the roof by their contractor.

1.6.4 If a Unit is left unoccupied for an extended time, owners are expected to take precautions to prevent damage: turn off water at all connections, unplug appliances, leave low level of heat or cooling on, arrange for Unit to be checked periodically.

1.6.5 An owner will be held liable to the Association for any damage to Common Elements (structural components of the building: stucco, roof overhangs, eaves, and gutters, etc.) that results from negligence or

misconduct of the owner or tenant or guest or pet. Costs to the Association incurred in order to repair such damage must be paid by the owner.

1.6.6 In the event an owner has a loss for which he or she would like to submit a claim for coverage under the Association's master insurance policy, any such claims must be submitted through the Association manager and not directly to the insurance company.

1.6.7 The CVV Board recommends that owners obtain their own insurance on their Units (e.g. an "HO-6" policy).

1.7 Association Access to Units: Owners are required to permit access to their Unit in the event of a *bona fide* emergency that requires immediate access: any circumstance threatening life, or loss or damage to property, such as water leaks, fires, and electrical malfunctions.

Each owner must leave a Unit key with the Association office, another individual on the property, or their property management company. Owners must notify the Association office of how to obtain a key and must sign a consent form allowing the Association to have access to the Unit to discharge its duties and responsibilities in the event of a *bona fide* emergency (e.g. a water leak). Failure of any owner to provide a key or access information will cause the owner to be liable for any expense caused by a forced entry into their Unit.

Article 2: Leasing, Owner Responsibility for Tenants

2.1 Leasing Rules:

2.1.1 Owners may not use their Units for transient or hotel purposes; any lease for a period of less than seven 7 days in duration is conclusively considered as transient or hotel purposes. No owner may enter into a lease agreement for less than the entire Unit. "Lease" is defined as any occupancy of a Unit by any person other than the owner of the Unit or the owner's immediate family members, whether or not any payment is exchanged.

2.1.2 Any owner who leases out a Unit must provide the Association Management Office, in advance of the tenant's occupancy with: (A) tenant's name, (B) contact information for all adult tenants, (C) duration of lease, and (D) description of each tenant's vehicle(s) and each license plate(s) number(s). If an owner is using a property management entity or other third party to manage a leased Unit, the owner must designate this party in writing, with contact information, and provide this information to the Association office. Owners are required to notify the Association

office of tenant changes in order to keep an up-to-date roster of CVV residents.

2.1.2(a) Per Arizona statute the Association may charge an owner a penalty of \$15 for each incident of late, incomplete, or missing tenant information.

2.1.3 Tenants may not sublet a Unit. All leases must be between the owner and his tenant (not between a tenant and his sub-tenant).

2.2 Unit Owner Responsibility for Tenants:

2.2.1 Owners are responsible and accountable for the conduct of their tenants and their tenants' guests. Therefore, owners must provide each of their tenants with a copy of the Rules, and ensure that their tenants have a clear understanding of tenant compliance. Owners are responsible for all expenses, including but not limited to, fees, fines, and attorney costs that may be imposed or incurred due to tenant noncompliance with the Rules, Bylaws or other CVV official Documents.

2.2.2 Owners should also provide their tenants with any necessary information about Canyon View (locations of facilities, assigned parking spaces, local shopping, hiking trails and nearby attractions, etc.). The Association Manager will not provide this information to tenants. Owners should ensure that all this information is available to tenants prior to arrival or available in the Unit upon arrival.

2.2.3 All requests for key replacements for common area facilities (pools/spas, clubhouses, business center, fitness center, tennis court and trail gate) must be made by the Unit owner, not a tenant.

2.2.4 Clubhouse reservation requests must originate with the Unit owner.

2.2.5 Requests to plant in the ground outside a Unit, or place a potted plant in the common area by a Unit must originate with the Unit owner by filing the proper forms with the office (see Landscaping).

Article 3: Improvements to Units, Window and Patio Coverings, Storage

3.1 Structural and Nonstructural Improvements, Alterations to Units:

3.1.1 In order to maintain the architectural and structural integrity of the community, an owner must seek ADVANCE written approval from the Architectural Review Committee and the CVV Board of Directors before

altering in any way or adding the following Limited Common Elements: windows (style, color, tint, type); doors (front, patio, storage); security doors and screen doors; cement slabs (patio, front door); screens on windows and patios (permanent or roll-down); exterior sun shades, awnings (west side only). Applications for such changes are available in the Association office. (CC&Rs 7.4)

3.1.2 Changes to any stucco and exterior paint are not permitted. Color of patio rails and walls (stucco and paint), and stairs (steps, railings) may not be changed.

3.1.3 Per CC&R 7.4, owners may make nonstructural alterations or improvements within their Units without prior written approval, with the understanding that the owner will be held liable for damage to other Units or Common Elements that result from such alterations. Structural alterations must receive prior approval of the CVV Board. The owner must retain an Arizona licensed architect or engineer to certify that such improvements will not impair building structural integrity. The owner will be held liable for damages to neighboring Units or Common Elements.

3.1.3 (a) Any non-emergency contractor or vendor work for a Unit Owner must be done between 7 a.m. and 6.p.m., Monday thru Saturday.

3.1.4 Interior window coverings visible from the common area (blinds, shades, drapes, plantation shutters) must be white, beige, or brown. No reflective materials, including, without limitation, aluminum foil, reflective screens, glass, mirrors or similar items, may be installed or placed upon the outside or inside of any Unit window, or in any Limited Common Element affecting the exterior appearance of a Unit, without prior written approval of the Board. (CC&Rs 7.14)

3.2 Storage:

3.2.1 Storage of any material is not allowed by front doors, on patios, on steps and stair landings, or under steps. This includes but is not limited to: storage sheds, boxes, shelves, ladders and building materials, trash containers, miscellaneous parts of any kind, appliances, and toys.

3.2.2 Storage of any kind is not allowed in carport and parking areas.

3.2.3 Storage pods are not permitted.

- 3.3 Flammable Materials: Rural Metro Fire Department regulations prohibit the storage of explosive and flammable materials in residential Units. These materials include propane, paint, paint thinner, and gasoline. It is requested that violations observed be reported to the Association Manager immediately.

Article 4: Common Area Facilities: Keys, Smoking, Guests, Business Center, Clubhouse Reservations, Fitness Center, Pool and Spa Rules, Tennis Court (All Common Areas That Require Key Access)

Common Area keys may not be duplicated. Owners and tenants who duplicate a key on their own, or loan a key, will be responsible for the cost of re-keying all common areas, and for the issuing of new keys to all other authorized users.

Only an owner or an owner's designee (made in writing) may request a replacement key, at a cost of \$25.00.

The Association reserves the right to refuse entry and deny common area privileges to anyone, at the Board's sole discretion. Owners who are delinquent in their Association payments, and their tenants, will be denied the use of the common area facilities and must return their common area keys upon request.

Smoking is prohibited: inside the clubhouses, in clubhouse patio areas and clubhouse barbecue areas, in all pool and spa areas, in the fitness center and business center, inside the tennis court fence and within 20 feet of the exterior doors of clubhouses.

Owners and tenants must accompany their guests at all times in all common area facilities. Sleeping overnight in any common area facility is prohibited.

4.1 Business Center:

4.1.1 Access requires a special key, obtainable from the Association Management; a key request must originate with a Unit owner or designee, who must provide a refundable \$50.00 deposit. The Association Manager may replace a lost key for \$25.00 only upon an owner's request. Owners or tenants who duplicate a key on their own, or loan a key, will be responsible for the cost of re-keying the Business Center, including issuing new keys to all other authorized users.

4.1.2 Users must supply their own paper for printers and fax. Problems with equipment and cartridges are to be reported to the Association office.

4.1.3 Children under the age of twelve (12) years are not allowed in the Business Center without adult supervision due to the sensitivity of the equipment in the Center.

4.2 Clubhouse Reservations:

4.2.1 Both clubhouses are available to owners and tenants to reserve for private functions. Reservations for clubhouses must be submitted by Unit owners. If a tenant is requesting the reservation, the owner must approve the reservation and sign the reservation form. A deposit and an insurance liability rider are also required. The owner can obtain the reservation policy and application form on the CVV website or in the Association office.

4.3 Fitness Center:

4.3.1 All persons using the Fitness Center do so at their own risk. The Association and its agents assume no responsibility for, and shall have no liability for, any accident or injury in connection with such use, or for any damage or loss of personal property.

4.3.2 Please follow the instructions for use of the equipment and the courtesy guidelines displayed in the fitness room.

4.3.3 Problems with the equipment are to be reported to the Association office.

4.3.4 Proper attire must be worn (including shirts, sneakers). Pets are not permitted in the Fitness Center (this does not apply to assistive pets).

4.3.5 Food, alcoholic drinks, and glass containers are not permitted. Smoking is prohibited in the Fitness Center.

4.3.6 For safety considerations, children under the age of twelve (12) years are not permitted in the Fitness Center. Children must be at least fourteen (14) years to use the Fitness center.

4.4 Pools and Spas:

4.4.1 All persons using the pool or pool area do so at their own risk. The Association and its agents assume no responsibility for, and shall have no liability for, any accident or injury in connection with such use or for any damage or loss to personal property.

4.4.2 Pima County Law requires pool gates to be locked at all times. The clubhouse doors which lead to pool areas must also remain closed and locked at all times.

4.4.3 Access to pools is only through gates; jumping over fences is prohibited.

- 4.4.4 Pools may not be used outside the posted hours, which are **8:00 am to 10:00 pm.**
- 4.4.5 All pool furniture must remain on the pool and spa deck.
- 4.4.6 Pool chairs and tables may not be reserved in any way (placing towels or other belongings on chairs, etc.)
- 4.4.7 All pool users, whether they are residents or guests, must be respectful of other people who are using the pool. When the pool is crowded, rafts should not be used and pool toy use minimized.
- 4.4.8 A maximum of four (4) guests per Unit is allowed to accompany homeowners or tenants at one time.
- 4.4.9 All persons must shower before using a pool or spa.
- 4.4.10 Children must be fourteen (14) or over to use a spa.
- 4.4.11 Children under the age of twelve (12) are not allowed in the pool area without adult supervision.
- 4.4.12 The wearing of regular diapers is not allowed in the pool or spa. Children who are not toilet-trained must wear disposable swim pants in the pool.
- 4.4.13 Owners or tenants must keep their key with them while in the pool area.
- 4.4.14 No glass of any kind is allowed in the pool area.
- 4.4.15 Loud talking, yelling, noises, and music are prohibited. Running or pushing in the pool area is prohibited.
- 4.4.16 Pets are prohibited in the pool and spa areas.
- 4.4.17 Diving is prohibited.
- 4.4.18 Swim attire must be worn. Cut-offs and street clothes are not permitted in the pools or spas.
- 4.4.19 Radios or any other appliances may not be plugged into electrical outlets at the pool. Radios must be used only with an earpiece or headphones.

4.4.21 Please respect the health of others by not using pool or spa if you have any contagious conditions.

4.5 Tennis Court:

4.5.1 Pets, street shoes, bicycles, rollerblades and skateboards are NOT permitted on the tennis court.

4.5.2 Food and glass containers are prohibited.

4.5.3 Tennis court hours are: November thru March from 8am to 10 pm, April thru October from 7 am to 10 pm.

4.4.4 The tennis court is on a first come, first serve basis and may not be reserved.

Article 5: Barbecue Grills, Food Smokers, Open Fires, Firewood, Landscape Planting and Pots, Bird Feeders and Baths, Wildlife

5.1 Barbecue Grills, Food Smokers, Open Fires:

5.1.1 Gas and charcoal grills are **PROHIBITED** inside any Unit, on patios and front door slab, stoops, and common areas. Electric grills only are permitted on unit patios or in interior fireplaces.

5.1.1. (a) Food smokers or barbecue smoke boxes of any kind are not permitted anywhere (unit patios, clubhouse grills, common area grills)

5.1.2 Common area gas barbecue grills are provided for resident use at each pool area.

5.1.3 Charcoal grilling, other than in the CVV- provided charcoal grills, is prohibited.

5.1.4 Grills must not be left unattended at any time.

5.1.5 Chimeneas must be decorative only; they may NOT be used anywhere as fire pits. They are not allowed anywhere in the common area.

5.1.6 Open fires of any kind are prohibited in common areas, Unit patios, landings, and front-door slab.

5.2 Firewood: Firewood may not be stored in any common area or be touching any building walls.

5.3 Landscape Planting and Pots: Pots are not allowed in the common area without prior Board approval. Owners must adhere to the CVV Landscape Policies for in-ground planting or placing of potted plants in the common area. These policies are available in the Association office or on the CVV web site. An application form must be submitted to the Association office PRIOR to any plantings or potted plant placement. Advance approval is required by the Landscape Committee and the CVV Board of Directors. The Association, its agents, its contractors are not liable for any damage that may result to a pot or plant in the common area. Planting must be done by the CVV- contracted landscape company.

5.3.1 Empty pots and potted plants are prohibited on cement steps, all stairs, stair landings and blocking the base of stairs in any way, as per Pima County Fire Marshal. Empty pots and potted plants may not be hung from roof overhangs, leaves, or gutters.

5.3.2 Owners or tenants may not modify or tamper with the irrigation system. Irrigation problems are to be reported to the Association office.

5.3.3 Owners and tenants are prohibited from using hoses in common areas.

5.3.4 "Water features" and open containers of water (fountains, empty decorative bowls and pots) are prohibited in common areas, in order to prevent mosquito breeding and wildlife intrusion.

5.4 Bird feeders and Bird Baths:

5.4.1 No more than two bird feeders total, only of seed or hummingbird type, are permitted per unit. Owners and tenants should write their unit number on each feeder placed. Feeders should be of a design that limits seed falling to the ground. CVV retains the right to ask owners and tenants to remove feeders if wildlife problems exist due to excessive seed spilling on the ground.

5.4.2 Scattering bird seed on the ground is prohibited. This includes ground level seed blocks.

5.4.3 Suet feeders are prohibited.

5.4.4 Only one hanging bird bath is permitted per Unit; pedestal or on-the-ground bird baths are prohibited. Bird feeders may NOT be placed on pedestals or staked into the ground in common areas, or hung from roof eaves, overhangs, or gutters

5.4.5 Seasonal owners and tenants (at CVV for part of the year only) should remove all bird feeders and hanging bird baths before leaving.

5.4.6 Owners will be held responsible for cleaning up and repairing any damage caused to buildings and common areas caused by bird droppings or spillage from feeders.

5.5 Wild Animals: Feeding of any wild animals is strictly prohibited.

Article 6: Pets, Bicycles, Skateboards, Scooters, Remote Control Toys

6.1 Pets:

6.1.1 There is a limit of not more than two (2) animals within a Unit, provided the owner abides by County and State Animal Laws. Animals **MUST** be leashed **AT ALL TIMES** outside the Unit. All pet droppings must be picked up immediately and disposed of properly.

6.1.2 Pets must not be left unattended or tethered outside a Unit, or left tied to stairs or any common area facility. Pets are not permitted in clubhouses, the Fitness Center, pool and spa areas, the Business Center or on the tennis court.

6.1.3 No pet food is to be left outside the Unit.

6.2 Bicycles, Skateboards, Scooters:

6.2.1 Bicycles are prohibited on sidewalks.

6.2.2 Bicycles must be stored inside Units or on patios. They may NOT be parked under carports, chained to stairs or carports, left under stairs or on landings, stored outside front doors or left in common area. Bikes may be stored on a bike rack attached to owner's vehicle (s).

6.2.3 Skateboards and scooters are strictly prohibited from all common areas, including roadways, sidewalks, parking lots and tennis courts.

6.3 Motor and Remote Control Operated Toys: Motor- operated or remote control operated toys are prohibited at all times in all common areas, including roadways, sidewalks, parking lots and tennis courts.

Article 7: Deliveries, Noise Control, Pest Control, Clotheslines, Satellite Dishes, Decorative Items, Signs and Flags, Solicitation, Trash Dumpsters, Water on Patios

7.1 Deliveries and Pickups: Donations to charities must be made at individual unit doors and not in any common area, or at the Association office. The Association and its agents assume no responsibility for, and shall have no liability for any loss or damage to personal property left outside a Unit.

7.2 Noise Control: Each resident must be considerate of noise in the community at all hours whether the noise is in a Unit or in a common area. Excessive noise in a Unit or in a common area after 10 PM should be reported to the Pima County Sheriff's Department by calling 911.

7.3 Pest Control: Owners and tenants may not contract Pest Control Services for the common areas outside their Units, including on roofs. The Association Manager is to be contacted with questions regarding common area pest control.

7.4 Clotheslines: Clotheslines are not permitted on patios or in common areas. **Nothing** may be hung over balcony or patio railings, stair railings, or on steps.

7.5 Satellite Dishes and Cable Television:

7.5.1 Owners must complete an ARC form prior to installing satellite dishes and new cables onto the exterior of the buildings.

7.5.2 Owners who install a Board and ARC approved communication device are responsible for meeting electrical code requirements to properly ground the antenna dish, and to properly secure the antenna dish.

7.5.3 NO satellite dishes or communication devices of any type may be affixed to the roof, stucco wall, ceilings, patio railings or over-hangs of the patios, or in any common areas. Such devices, when installed, should not extend beyond the boundaries of the Unit i.e., they may not overhang the patio walls or railings.

7.5.4 Cable is available to the homeowner at his or her own cost. Wires cannot be run across the roof. The Association Manager must be notified prior to any installation of cables or wires through the building wall, and a CVV ARC consent form must be completed in advance of any work done by an installer.

7.6 Decorative Items: Decorative items include, but are not limited to: holiday or other decorations, decorative lighting, potted plants, empty pots, art pieces, wind chimes.

7.6.1 "Yard art" and decorative pieces and furniture are prohibited in common areas (including under stairs) and on steps and stair landings.

7.6.2 Seasonal decorative items are to be removed from windows, doors, patios within ten (10) days after a holiday. Holiday decorations may not be placed in common areas (in dirt around units or on trees, cacti, bushes, and light posts).

7.6.3 No item(s) may be hung from the light fixture near the front door to the unit.

7.6.4 No item(s) may be hung from any part of the stair structure (under stair or from railings) or from roof eaves, overhangs, or gutters.

7.6.5 Decorative items may not be hung on any stucco beyond the front door slab or beyond the confines of the patio. Decorative items hung within the confines of the front door slabs or patios must be maintained, and must be reasonable and aesthetically pleasing and in harmony with CVV surroundings, consistent with CC&Rs 7.4. Owners will be held responsible for stucco or structural damage occurring as result of hanging items on stucco or wood beams.

7.6.6 Wind chimes are prohibited in common areas; they must be placed inside unit patios (CC&Rs Article VII, section 7.13).

Board 7.7 Realtor and Other Signs, Flags, Door-to-Door Solicitation, Community Bulletin

7.7.1 For Sale, For Lease, and/or For Rent signs by Unit Owners are permitted to be displayed on one Unit window. The "Signs" shall not exceed eighteen by twenty-four inches (18" X 24"), and shall be commercially printed. Temporary realtor open house signs may be placed on specific common areas on the day of an open house and must be removed at the end of the day. Refer to Board Policy#2014-112.1 regarding placement of open house signs

7.7.2 A Unit owner, within a Limited Common Area Element, may display the American Flag, POW/MIA Flag, the Arizona State Flag, The Arizona Indian Nation Flag, and the Gadsden Flag, along with other protected flags. The Association may regulate the location and size of flagpoles. The Association Manager and the Architectural Review Committee will provide the requirements regarding placement and display of flags and flagpoles.

7.7.3 Political campaign signs may be placed on front door slabs, patio floors, inside windows, or in dirt area no more than two feet from front door slab. Signs may NOT be fastened to stucco, patio rails or stairs. They may be placed no earlier than 71 days before an election and must be removed no later than three days after an election.

7.7.4 Door-to-door solicitation, including placement of advertising materials at front doors, is prohibited.

- 7.7.5 Official Neighborhood Watch signs directly provided by the Pima County Sheriff may be placed in Unit windows.
- 7.7.6 Signs provided by commercial security companies (e.g. ADT) may be placed in unit windows, within front door slabs, or on dirt within one foot of the slab or second floor stairs.
- 7.7.7 No other emblem, logo, sign, or billboard of any kind that is visible from outside a Unit may be placed in windows, on front slabs, or on patios.
- 7.7.8 Per Community Bulletin Board Policy 2014-111.01, owners and tenants may post advertisements and notices on community bulletin boards that are 4 x 6 inches or less in size. The ad or notice must be clearly printed or typed and must include the name and contact information of owner or tenant. All postings must be dated and may remain for a maximum of 30 consecutive days. The community bulletin board cannot be utilized to post opinions that defame, promote discourteous conduct, use profanity, indecent or abusive language, or threaten or harass others.

7.8 Trash Dumpsters and Recycle Bins:

- 7.8.1 Trash must be bagged, and boxes broken down. The dumpster lid must be closed securely. If a dumpster is full, trash can be placed in another trash receptacle. Trash placed outside a dumpster will not be collected. There are blue recycle bins located on the property.
- 7.8.2 Items that may NOT be disposed of in dumpsters or recycle bins include, but are not limited to: Christmas trees, batteries, tires, oil, transmission fluid, florescent lights, paint cans, hazardous waste, furniture, mattresses, appliances, carpeting, water heaters, plumbing fixtures, construction materials. Removal of this type of debris from the CVV property is the responsibility of owners and tenants.
- 7.8.3 Private contractors working in or renovating a unit must remove ALL debris from CVV.

7.9 Water on Exterior Patios and Unit Front Entrance Areas:

- 7.9.1 Use of excessive water to clean patios or front entry areas is discouraged. Owners will be liable for any damage to building structural elements, as well as to neighboring Units, caused by excessive water.
- 7.9.2 Potted plants in these areas should have saucers underneath them to contain water. Mats or carpets in these areas can retain water and cause structural damage, for which owners will be held responsible.

Article 8: Vehicle Parking, Inoperable or Abandoned Vehicles, Stored Vehicles, Commercial Vehicles, Prohibited Vehicles, Vehicle Repairs, Motorcycles, Moving Truck Size, Washing of Vehicles

8.1 Vehicle Parking Rules:

8.1.1 CVV is required to provide full access for emergency vehicles and for trash pickup. All resident and visitor vehicles must be parked in assigned or guest parking spaces.

8.1.2 Parking in fire lanes (designated by signs or red curbs) and curbside parking is prohibited and will result in fines of \$50.00 or more. Large vehicles must not be parked in spaces designated as Compact Car Only.

8.2 Guest parking: Guests must park in uncovered parking spaces or in the assigned parking space of the Unit they are visiting.

8.3 Inoperable or Abandoned Vehicles: Vehicles that are inoperable MUST be left in the unit owner's assigned carport spot. The Unit owner must notify the Office in advance of parking an inoperable vehicle and indicate who will have keys and be responsible for maintaining the vehicle's appearance free of excessive debris. Vehicles may not be placed on blocks, or have flat tires. Vehicles that are abandoned are not allowed on the property.

8.4 Stored Vehicles: Owners who store a vehicle at CVV during their absence from the property must park that vehicle in their assigned carport spot and notify the Association office that they are doing so. Contact information must be provided, including who will have vehicle keys and will be responsible for maintaining the vehicle's appearance free of excessive debris.

8.5 Commercial Vehicles: A business vehicle with signs or logos may not be kept on the condominium property unless the unit owner petitions the Board in advance to have such vehicle designated as a "Family Vehicle". A "Family Vehicle" must be regularly used by the Unit owner or tenant for domestic purposes and must be parked in the Unit's assigned parking space. Commercial vehicles are otherwise prohibited from being parked, kept or maintained on any part of the condominium property. (CC&Rs 7.8)

8.6 Vehicles That Are Prohibited: Boats, all trailers, motor homes, recreational vehicles ("RVs"), ATVs, golf carts, commercial vehicles or trucks with a carrying capacity of over ¾ tons are not allowed to be parked on the property.

8.7 Mechanical Repairs and Vehicle Maintenance:

8.7.1 Only minor mechanical repairs and temporary emergency repairs to vehicles will be allowed in parking areas.

8.7.2 Owners must not allow oil or other vehicle fluids to drip or contaminate the asphalt. Owners are responsible for keeping their parking spaces clean and free of vehicle contaminants.

8.7.3 Owners will be assessed for any cleaning or repair to the parking areas caused by minor repairs or maintenance. Changing of oil or other vehicle fluids is not permitted. Owners must not dispose of motor oil or other hydrocarbons anywhere on the property. The overhauling of an engine is not permitted.

8.8 Motorcycles, Motor Scooters: Motorcycles and motor scooters may NOT be parked on sidewalks or front porches. They may share the covered space assigned to a Unit with a car, provided that the space for neighboring vehicles is not infringed upon. Otherwise they must use an uncovered visitor spot.

8.9 Moving Truck Size: Moving trucks that are tractor trailer combinations (i.e., a "semi" or "18 wheeler" with a tractor pulling a trailer) are prohibited from entering Canyon View at Ventana. They must be off-loaded on Kolb Road, and a single-chassis (no trailer) shuttle van must be used to bring contents to the owner's or tenant's Unit. Owners and tenants remain responsible for all repair costs for damage to common areas caused by movers or rental trucks.

8.10 Washing of Vehicles: Owners may not wash their vehicles but may utilize a professional mobile car wash service that uses the service's own water and that collects all of any excess water and /or chemicals, keeping them off the asphalt. Owners will be liable for any common area damage resulting from a spill.

**CANYON VIEW AT VENTANA
ASSOCIATION COMPLAINT DECLARATION**

In accordance with Arizona law (ARS § 33-1242) complaints lodged with the Association related to a violation will NOT remain anonymous. The person submitting the complaint of the alleged violation must provide his/her first and last name, the date(s) the violation occurred and was observed and a detailed description of the violation. This information along with the provision of the community documents that was violated will be sent to the party accused of the violation.

Address of the property allegedly in violation of the Association's governing documents:

Nature of the violation(s):

First and last name of the person who observed the violation:

Date(s) the violation(s) were observed:

I have personal knowledge of the facts contained in this Declaration. I am competent to declare the facts contained in this Declaration. If requested, I agree to appear and testify in judicial or administrative proceeding to the facts contained in this Declaration.

Signature

Date

Address

Phone number or other contact information

Return completed form to: Canyon View at Ventana Condominium Association