

Casas del Cielo Summary of Standards

The purpose of this “Summary of Standards” is to provide an easy-to-use reference for the Casas del Cielo Homeowners Association (HOA) homeowners. It is not intended to replace or modify the HOA’s Bylaws, CC&Rs, Design Guidelines or any other official document which is part of the governing documents of our HOA. For the complete version of these documents, refer to the Official documents on the Casas del Cielo HOA website. Additional resources governing HOAs in the state of Arizona can be found at:
https://azre.gov/sites/default/files/hoa/documents/Planned_Communities_Act.pdf

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Casas del Cielo Homeowners Association (HOA)

Association Membership

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot and then only to transferee of ownership of such Lot. Provided, however, that the Original Developer or any successor Developer may assign absolutely or conditionally or both its voting rights for any and all Lots then owned by it to any successor developer, subject to any limitations provided for in any such assignment. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer membership to the new Owner. In order to assist the Association Board in maintaining its books and records and in the orderly transaction of its affairs, all requests and other communications by Members of the Association Board shall be in writing and the Association Board may disregard any other form of communication.

RE: CC&Rs 6.3

Voting Members

The Association shall have two classes of voting Members.

RE: CC&Rs 6.4

Class A. Class A shall consist of all Owners except the Developer each of whom shall be entitled to one vote for each Lot owned.

RE: CC&Rs 6.4.1

Class B. Class B shall be the Original Developer

RE: CC&Rs 6.4.2

Transfer of Membership

The rights and obligations of the Owner of a Lot having Class A membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an owner's Lot, and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the state of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the membership appurtenant to said Lot to the new owner thereof.

RE: Bylaws Article III, Section 7

Annual Meetings

An annual meeting of the Members shall be held at least once every twelve (12) months thereafter at such time and place as is determined by the Board.

RE: Bylaws Article IV, Section 1

Special Meetings

Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote at least twenty-five percent (25%) of all of the votes of the Class A membership.

RE: Bylaws Article IV, Section 2

Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days nor more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

RE: [Bylaws Article IV, Section 3](#)

Quorum

The presence at the meeting of Members entitled to cast, and/or proxies entitled to cast, fifty-one percent (51%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration, the Articles, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn and reschedule the meeting.

RE: [Bylaws Article IV, Section 4](#)

Procedure

Robert's Rules of order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

RE: [Bylaws Article IV, Section 6](#)

Association Rules

By a majority vote of the Association Board, the Association may from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and to be known as the "Association Rules". The Association Rules may restrict and govern the use of any area by any Owner, the family of such Owner or guest, invitee, or licensee of such Owner; provided however, that the Association Rules may not discriminate among the Articles, or the Bylaws. A copy of the Association Rules as they may be from time to time amended, adopted, or repealed shall be mailed or otherwise delivered to each Owner and may be recorded. The Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. The Association Board shall have the right to impose fines for violations of the Association Rules and if such fines are not paid within 10 days after written notice to the Owner in violation, the fines may, at the Association Board's direction, become a lien on the Lot of the Owner and enforceable as to any other lien created by paragraph 8. Each occasion of violation and each day during which such violation continues shall be deemed a separate offense subject to a separate and additional fine.

RE: [CC&Rs 6.5](#)

Assessments

Creation of Lien and Personal Obligation. By accepting any interest in a Lot each Owner thereof covenants and agrees to pay to the Association: Regular Assessments, Special Assessments, and Capital Improvement Assessments, if applicable. Such Assessments shall be established and collected from time to time as provided by this Declaration. The Assessments together with interest thereon, late charges, attorney's fees, court costs, and other costs of collection thereof, as provided herein shall be a continuing lien upon such Lot (or combined Lots) against which such Assessments are made. Each Assessment, together with interest and other costs, also shall be the personal obligation of Owner of such Lot at the time when the Assessment becomes due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors albeit the lien shall continue irrespective of the change in ownership. The obligation of an Owner to pay Assessments shall not be affected by the incompleteness of or any diminished use with respect to the Common Areas or the abandonment of a Lot.

RE: [CC&Rs 8.1](#)

Enforcement of Rules

The Association, or its authorized agent, may enter any Lot in which a violation of these restrictions exists and may correct such violation at the expense of the Owner thereof. The expenses so incurred by the Association, and such fines as may be imposed pursuant to the Bylaws or the Association Rules, shall be a Special Assessment secured by a lien upon the Lot enforceable in accordance with the provisions of paragraph 8.

RE: CC&Rs 5.13

Violation Notices

The procedure for imposing fines for violations is set forth and supersedes any other such procedure previously adopted by the Board.

RE: Compliance Policy dated January 1, 2009, Addendum dated July 27, 2009 and August 25, 2007

RE: Resolution adopted January 7, 2021; Replaces former compliance policy

RE: Monthly Missive – January 2021

Committees

Architectural Committee

The Association shall establish an Architectural Committee (the "Committee") which shall consist of at least three (3) persons, none of whom shall be required to be an architect, officer or director of the Association or to meet any other particular qualifications other than as provided in Section I(a) below.

RE: Board Meeting Motion/2nd/Approved 08/20/2018 - DRB to function with 3 voting members and 2 alternates

(a) **Membership.** Declarant shall appoint all of the original members of the Committee and all replacements thereof, until the first anniversary of the conveyance by Declarant of the first Lot to a Purchaser. Thereafter, Declarant shall have the right to appoint a majority of the members of the committee until (1) the votes entitled to be cast by Class A members exceed the votes entitled to be cast by the Class B members; or (ii) when Declarant notifies the Association in writing that it relinquishes its Class B Membership. Thereafter, the Board shall have the power to appoint all the members of the Committee. Members appointed to the Committee by Declarant need not be members of the Association.

(b) **Duties of Committee.** It shall be the duty of the Committee to consider and act upon any and all proposals or plans submitted pursuant to the terms of the Declaration, to ensure that all improvements constructed on the Project by any one other than Declarant conform to plans approved by the Committee, to adopt Architectural Rules and to perform other duties imposed upon it by the Declaration.

(c) **Meetings.** The committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the members of the committee, at a meeting or otherwise, shall constitute the act of the committee unless the unanimous decision of the committee is required by any other provision of the Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Committee shall not receive any compensation for services rendered.

(d) **Architectural Rules.** The Committee may, from time to time, and in its sole and absolute discretion, adopt, amend, and repeal by unanimous vote or written consent, rules and regulations to be known as "Architectural Rules." The Architectural Rules shall interpret and implement the Declaration by setting forth the standards and procedures for committee review, the guidelines for design and placement of improvements, as well as all other duties of the Committee as particularly set forth in Section (b) above.

(e) **Waiver.** The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the committee, shall not be deemed to constitute a waiver or any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

(f) **Liability.** Neither the Committee nor any member thereof shall be liable to the Association, any owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, or (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

(g) **Appeal.** In the event plans and specifications submitted to the Committee are disapproved, the party or parties making such submission may appeal in writing to the Board within thirty (30) days following the final

decision of the Committee. The Board shall submit such request to the committee for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. Failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

RE: [Bylaws Article XI, Section 1](#)

General

The Board shall appoint such other committees as it deems appropriate in carrying out the purposes of the Association.

RE: [Bylaws Article XI, Section 2](#)

Architectural Control

Design Review Board Composition

Members of the Design Review Board shall be appointed by the Association Board. The Developer may, but need not, permit the Association Board to appoint one or more members of the Design Review Board at any time. Persons appointed to the Design Review Board, other than those persons appointed by the Developer, must satisfy such requirements as may be established from time to time by the Developer or the Design Review Board. The address of the Design Review Board shall be the address established for the giving of notice to the Association, unless otherwise specified by the Design Review Board.

RE: [CC&Rs 9.1.1](#)

Alternate Members

In the event of the absence or disability of one or two of the regular members of the Design Review Board, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled member or members for the duration of such absence or disability.

RE: [CC&Rs 9.1.2](#)

Term of Office

Design Review Board members and alternates shall have a renewable one year term of office. The one year term of office shall commence on the date of appointment and shall terminate one year thereafter irrespective of the commencement or termination date of the term of office of other members of the Design Review Board. Any member of the Design Review Board may resign at any time and may be removed by the Association Board (except that Casas de! Cielo may not be removed if it elects to act as a member or designate a member under paragraph 9.1.1 and as limited therein.)

RE: [CC&Rs 9.1.3](#)

Design Limits

The Design Review Board shall establish procedural rules, regulations, restrictions, architectural standards, and design guidelines which the Design Review Board, in its sole discretion, may from time to time amend, repeal, or augment including:

RE: [CC&Rs 9.1.4](#)

Time Limitations- Time limitations for the completion of construction, within specified periods after the approval of the Improvements by the Design Review Board.

RE: [CC&Rs 9.1.4.1](#)

Perimeter Walls - The placement, design, materials, and color of any perimeter walls placed on or near the boundaries of any Lot or Improvement Envelope, subject to the applicable provisions of the Zoning Ordinance.

RE: [CC&Rs 9.1.4.2](#)

Conformity with Approved Plans

Requirements for the conformity of the Improvements with plans and specifications approved by the Design Review Board; provided, however, as purchasers and encumbrances in good faith for fair value, the completed Improvements shall be deemed to be in compliance with the architectural standards of the Association and its Declaration, unless: (a) Notice of noncompletion or non-conformance identifying the violating Lot and specifying the reason for the notice, executed by the Design Review Board, shall be recorded with the Maricopa County Recorder, and be given to the Owner within one year of the expiration of the time limitation described in paragraph 9.1.4.1 or within one year following completion of Improvements, whichever is later; or (b) Legal proceedings shall have been instituted to enforce compliance or completion of the Improvements.

RE: CC&Rs 9.1.4.3

Other Restrictions

Such other limitations and restrictions as the Design Review Board, in its sole discretion, shall adopt, without limitation, the regulation of all landscaping (including, without limitation, the absolute prohibition of certain types of landscaping, trees, and plants), construction, reconstruction, exterior addition, change, alteration or maintenance of any building, structure, perimeter walls or interior fences including, without limitation, the nature, kind, shape, height, materials, exterior color, surface texture and location of such Improvements.

RE: CC&Rs 9.1.4.5

Duties

It shall be the duty of the Design Review Board to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to perform other duties delegated to it from the Association Board, and to carry out all other duties imposed upon it by this Declaration.

RE: CC&Rs 9.2

Liability

Neither the Design Review Board nor any member thereof shall be liable to the Association, any Owner, or to any other party for damage, loss, or prejudice claimed or suffered on account of approval or disapproval of any plans, drawings, or specifications, whether or not defective; the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; the development of any portion of the Property; or the execution and filing of any estoppel certificate, whether or not the facts contained therein are correct; provided that with respect to liability of a member of the Design Review Board, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing provisions, the Design Review Board, or any member thereof may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or other proposals submitted to the Design Review Board. The Design Review Board shall not be deemed to have approved or disapproved any proposal unless in writing signed by two current, regular members. The Original Developer, VMB Investment, shall have no liability on account of the appointment or failure to appoint a Casas Del Cielo member or designated representative to the Design Review Board.

RE: CC&Rs 9.5

Time for Approval

In the event the Design Review Board fails to approve or disapprove in writing within 45 days after complete plans and specifications have been submitted to it, the approval will not be required and this paragraph will be deemed to have been waived as to such plans and specifications.

RE: CC&Rs 9.6

HOA Board of Directors

Board of Directors and Officers

The affairs of the Association shall be conducted by the Board of Directors (the "Association Board"), such officers as the Association Board may elect or appoint, in accordance with the Articles and Bylaws. The Association Board shall consist of an odd number but not less than three nor more than seven members as may be prescribed from time to time by the Articles or Bylaws.

RE: CC&Rs 6.1.3

Term of Office

At each annual meeting, the Members shall elect Directors to replace those Directors whose terms have expired and all such Directors shall be elected for a term of three (3) years. The length of terms may be modified by the Members and the number of Directors may be increased to not more than seven (7) by vote of the Board. In the event of an increase in the number of Directors, the Members, at the first annual meeting after the increase, shall designate the terms for the new directorships. If the new directorships are created and filled by the Board between annual meetings, the newly elected Directors shall serve until the next annual meeting of the Members.

RE: Bylaws Article V, Section 2

Removal and Vacancies

Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and such successor shall serve for the unexpired term of his predecessor.

RE: Bylaws Article V, Section 3

Meeting of Directors – Regular Meetings

Regular meetings of the Board may be held quarterly, at such place and hours as may be fixed from time to time by resolution by the Board.

RE: Bylaws Article VII, Section 1

Meeting of Directors – Special Meetings

Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after no less than three (3) days notice to each Director.

RE: Bylaws Article VII, Section 2

Meeting of Directors – Quorum

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

RE: Bylaws Article VII, Section 3

Powers and Duties of Board of Directors

The Board shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and any other matters contemplated by the Declaration and Articles, and to establish penalties for infractions thereof;
- (b) suspend the voting rights of a Member and/or the Member's right to use all or any portion of the Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association, or for non-monetary infractions of the Declaration, or the Rules and Regulations;

- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles or the Declaration;
- (d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- (e) Employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe the duties of such persons.

RE: Bylaws Article VIII, Section 1

It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to represent a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least ten percent (10%) of the Class A Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Residence at least thirty (30) days in advance of each-annual assessment period; and
 - (2) Take such action, as and when the Board deems such action appropriate but after notice as provided in the Declaration, to foreclose the lien against any Residence for which assessments are not paid and/or to bring an action at law against the Member personally obligated to pay the same.
- (d) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment, as against any bona fide purchaser of, or lender on, the Residence in question;
- (e) Procure and maintain adequate liability and hazard insurance on the common Area;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the maintenance responsibilities of the Association set forth in the Declaration to be performed.

RE: Bylaws Article VIII, Section 2

Officers and Their Duties

Enumeration of Offices

The officers of this Association shall be a President, who shall at all times be a member of the Board, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

RE: Bylaws Article IX, Section 1

Election of Officers

The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

RE: Bylaws Article IX, Section 2

Term

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall be removed or otherwise disqualified to serve or unless elected for a time period specified to be different than one year.

RE: Bylaws Article IX, Section 3

Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall (i) hold office for such period, (ii) have such authority, and (iii) perform such duties as the Board may from time to time determine.

RE: [Bylaws Article IX, Section 4](#)

Resignation and Removal

Any officer may be removed from office with, or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

RE: [Bylaws Article IX, Section 5](#)

Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

RE: [Bylaws Article IX, Section 6](#)

Multiple Offices

The offices of Secretary and Treasurer may be held by the same person. Other than for these two (2) offices, no person simultaneously shall hold more than one (1) office except in the case of special offices created pursuant to Section 4 of this Article.

RE: [Bylaws Article IX, Section 7](#)

Modification of Rules

The Association Board may modify or waive the foregoing restrictions or otherwise regulate the use and occupancy of the property and Lots by reasonable rules and regulations adopted by the Board from time to time as provided in paragraph 6.5.

RE: [CC&Rs 5.12, CC&Rs 6.5](#)

HOA Elections and Voting

Nomination of Directors

Nomination for election to the Board shall be made by a nominating committee. Nominations also may be made from the floor at the annual meeting of the Members. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more persons who are either Members of the Association, officers of the corporate Member, or partners in a partnership Member. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies which are to be filled. Persons nominated for the position of Director need not be Members of the Association.

RE: [Bylaws Article VI, Section 1](#)

Voting for Board Members

Any election of the Board shall be by written ballot. Every Owner entitled to vote at such election shall have one vote equal to the number of Directors to be elected and may cast only one vote per candidate. The candidate or candidates receiving the highest number of votes, up to the number of the Board Members to be elected, shall be deemed elected. Cumulative voting and secret ballots are not permitted.

RE: Bylaws Article III, Section 6

Proxies

At all meetings of Members, each Member then entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not less than two (2) days prior to the meeting. Every proxy shall be revocable and automatically shall cease upon conveyance by a Member of such Member's Lot.

RE: Bylaws Article IV, Section 5

Right to Vote

No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such membership must be cast as a unit, and fractional votes shall not be allowed. In the event that a membership is owned by more than (1) person or entity and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing his membership, it thereafter shall be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same membership unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast for a particular membership, none of such votes shall be counted and all such votes shall be deemed void.

RE: Bylaws Article III, Section 4

Voting Procedure

The votes for each Lot shall be cast as a unit, and a division of the votes shall not be allowed. If joint Owners are not able to agree amongst themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote or votes representing a certain Lot it thereafter will be conclusively presumed for all purposes that the voter(s) were acting with the authority and consent of all the other Owners of that Lot. In the event that more than one voter casts the vote or votes for a particular Lot, none of the votes shall be counted and such vote shall become void. The candidate or motion receiving the highest number of votes shall be deemed elected or carried. At the option of the Association Board, the election of Members of the Association Board may be by written ballot duly mailed to the Members or at a meeting of the Members.

RE: CC&Rs 6.4.4

Suspension of Voting Rights

If any Owner shall be in arrears in the payment of any amounts due under any of the provisions of this Declaration for a period of 15 days, or shall be in default of any other terms of this Declaration for a period of 15 days, that Owner's rights to vote as a Member shall be suspended automatically and shall remain suspended until all payments are made and defaults cured.

RE: CC&Rs 6.4.3

Building, Construction and Lots

Construction

No building, structure, or other Improvements of any kind may be erected, altered, modified, or placed on any Lot without the prior written approval of the Design Review Board. Except for any perimeter walls installed to enclose the boundaries of the Property as limited by the applicable provisions of the Zoning Ordinance, all improvements shall be located to comply with the applicable provisions of the Zoning Ordinance which are summarized as follows:

- The stipulations of approval of zoning case #98-92-2 Front and Rear yard setbacks of twenty-five (25) feet. Side yard setback of twelve (12) feet.
- The "Front Yard", "Side Yard", and "Rear Yard" refer to those portions of the Lot as defined by the Zoning Ordinance. No improvements shall be erected, installed, maintained, or altered outside of the "Improvement Envelopes", except for drainage structures installed by the "Original Developer", driveways, and landscaping of areas controlled by the Design Review Board.
- No structure whatever, other than one single story single family residence, together with a single story private garage, guest house, servant's quarters and customary outbuildings and one or more ramadas, pergolas, or similar improvements shall be permitted to remain on any Lot.
- All homes shall be single story having a single story living area not exceeding twenty (20) feet in height as defined by the Zoning Ordinance, or such height allowed by Zoning.
- Amendment: No main residence shall be erected which shall have a floor area of less than two thousand (2,000) square feet, exclusive of open porches, garages, guest houses, servant's quarters, and/or customary outbuildings.
- A private garage, a guest house, and/or customary outbuildings may be erected either simultaneously with or after the erection of the main residence but not before the main residence has been erected. All garages shall be of a size adequate to contain no fewer than two full size automobiles. All such garages, guest houses, servant's quarters, and customary outbuildings shall be attached to the main residence either by walls, fences, or patios so as to make one contiguous unit.

RE: CC&Rs 5.2, 2nd Amendment of CC&Rs as amended 6-24-98

Subdivision

No Lot shall be further subdivided or separated into smaller or different portions or conveyed or encumbered in less than the full dimension as set forth in the Plat and no Lot shall contain less than approximately twenty thousand (20,000) square feet of land surface area. Dedication, conveyance or other granting of easements to public or quasi-public entities may not be permitted without the prior written approval of the Association Board. Two or more Lots may be combined so as to become one Lot at the discretion of the Developer or any successor Developer at any time prior to the sale of such Lots to an Owner other than the Developer or a successor Developer; or thereafter only with the prior written approval of the Association Board and, in either event, the combined Lots shall be deemed one Lot for purposes hereof. The Developer, successor Developer, or Association Board may require, as a precondition of any such combination, that the Owner of such combined Lots continue to be liable for Assessments as though there had been no combination of Lots.

RE: CC&Rs 5.9

Utilities

All gas, electric power, telephone and other utility and service conduits, connections and lines shall be located either underground or concealed in, under, or on buildings or other structures, except when prohibited by law. Service pedestals, transformers, switch cabinets and similar installations may be located above ground but shall be screened from the view of neighboring Lots as provided in paragraph 5.4. No outside speakers or amplifiers shall be permitted except with the prior approval of the Design Review Board, subject to the regulations of the Association Board concerning noise level and time of use. All outside lighting shall be of a type that does not annoy other Owners and shall be subject to approval by the Design Review Board.

RE: CC&Rs 5.6

Building Envelope (Disturbed Area)

RE: City of Phoenix Planning Department Letter Re: Z 98 92-2 dated July 7, 2003

Letter modifies the Final Plat which stated "The maximum building envelope for each lot is 10,000 sq ft."

The area to be disturbed (building envelope) including revegetated slopes paving sidewalk fence pool tennis courts parking and structures within the parcel.

The driveways consisting solely of porous materials (meeting Ordinance dustproofing requirements) shall be excluded from the undisturbed area requirement set forth herein provided that said driveways do not exceed 500sq feet of total area. The portion of those driveways in excess of 500 sq ft where necessary for necessary access to the home shall be included in the undisturbed area requirement and thereby deducted from the applicable maximum disturbed area allowance for that lot.

That all existing vegetation outside of the building envelope areas shall be undisturbed. Walls, grass and non-indigenous plant material shall not be permitted outside the building envelope.

Lot #	Building Envelope Sq Ft	Lot #	Building Envelope Sq Ft	Lot #	Building Envelope Sq Ft	Lot #	Building Envelope Sq Ft
1	10,000	18	10,464	35	11,312	52	10,000
2	10,000	19	10,000	36	10,000	53	10,000
3	10,000	20	10,448	37	10,000	54	10,000
4	10,000	21	10,680	38	10,000	55	10,000
5	10,000	22	10,224	39	11,616	56	10,000
6	10,000	23	10,400	40	10,000	57	10,768
7	10,928	24	10,000	41	10,000	58	11,264
8	10,144	25	10,784	42	11,504	59	10,000
9	11,360	26	11,472	43	10,816	60	11,408
10	11,472	27	10,000	44	10,000	61	11,200
11	10,656	28	10,000	45	10,656	62	11,136
12	11,520	29	10,000	46	10,640	63	11,776
13	10,000	30	10,000	47	10,992	64	10,880
14	10,000	31	11,200	48	11,136	65	11,774
15	10,000	32	10,800	49	10,768	66	10,000
16	10,000	33	11,200	50	10,592	67	10,944
17	10,608	34	10,480	51	10,000	68	10,928

Grading & Drainage

A grading and drainage plan providing for 100-year, 2 hour storm on lot retention is required. Retention must be provided within its building envelope with controlled bleed off to a designated low point.

RE: Final Plat Casas Del Cielo - City of Phoenix - Filed 4/25/1994

Minimum Setbacks

The minimum building setbacks from the property lines of ½ acre lots or larger are 25 feet front and rear setbacks, 12 feet side yard setback. Minimum setbacks for all Lots are shown on the Plat. Plat Note states, "A minimum 20' setback will be provided from front property line to face of garage door."

RE: Design Guidelines, Section 3.1, Page 11, September 2001 - Plat of HOA referenced

Construction Regulations

This section of the Design Guidelines details construction contract documents for Residences or other improvements.

RE: Design Guidelines, Section 5, Page 19 - 23, September 2001

Review & Approval Process for Building Construction

Details preliminary submittal, final submittal, and construction approval for building construction. Includes specifics on building height, setbacks, exterior paint, plant materials, etc.

RE: Design Guidelines, Section 2, Page 4 - 9, September 2001

Building Heights

No building may exceed a single story. The building heights shall be limited to a maximum of 20 feet.

RE: Design Guidelines, Section 2, Page 5, September 2001 - City of Phoenix Planning Department Letter dated July 7, 2003.

Building Projections

All projections from a building including, but not limited to, chimney caps, vents, gutters, scuppers, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project or be an appropriate accent color, unless otherwise approved by the Committee.

RE: Design Guidelines, Section 4.6, Page 15, September 2001

Skylights

A maximum of eight (8) skylights and/or a maximum of forty (40) square feet of total area of skylights, whichever is more restrictive, may be permitted on any Residence. Skylights must be surrounded by parapets and the parapets must be at least twelve inches (12") above the highest point of any skylight. Skylights must be either tinted bronze or gray. White or clear skylights will not be allowed. Skylights are not allowed on pitched roofs or flat roofs that are not surrounded by a parapet. Up lighting in skylights is not allowed.

RE: Design Guidelines, Section 4.8, Page 16, September 2001

Guest Houses/Accessory Buildings

Such structures must be designed as a single visual element with the Residence, and should be visually related to it by walls, courtyards, or major landscape elements. It must comply with applicable City of Phoenix zoning regulations.

RE: Design Guidelines, Section 4.11, Page 16, September 2001

Storage Tanks

All fuel tanks, water tanks, or similar storage facilities shall be shielded from View of Neighboring Property, streets or common areas by walls or structures or shall be located underground with all visible projections screened from view from adjacent lots and must comply with federal, state and local laws and regulations.

RE: Design Guidelines, Section 4.12, Page 16, September 2001

Garages

No more than three garage stalls will be allowed adjacent to each other. If additional garage space is needed, it must be separated from the other garage location in an effort to avoid a long uninterrupted row of garage bays.

RE: Design Guidelines, Section 4.14, Page 17, September 2001

Porches

If a porch is constructed, it should provide sufficient space to include the primary entrance to the Residence and should be covered by a roof.

RE: Design Guidelines, Section 4.15, Page 17, September 2001

Entry

For those Residences not utilizing a porch or covered entries, a strongly articulated entry feature facing the street is required. In the case where front courtyards are utilized, the courtyard wall must match the architectural style and color of the Residence and establish an entry feature.

RE: Design Guidelines, Section 4.16, Page 17, September 2001

Landscaping and Plants

Landscaping

Landscaping shall be in compliance with the Zoning Ordinance, as it applies to the Property, and other applicable state, municipal, or county statutes, ordinances, or regulations, including those dealing with native plant preservation. A landscaping plan shall be submitted to the Design Review Board together with the proposed plan for Improvements on any Lot pursuant to paragraph 9 and be in compliance with the Architectural Guidelines which pertain to landscaping. All front yards shall have desert landscaping.

RE: CC&Rs 5.3

RE: Monthly Missive – March 2020

Approved Plant List (APL)

Every Lot in Casas Del Cielo is divided into two areas: the Disturbable Envelope (the 10,000 sq. ft. building envelope, approx.) AND the Nondisturbable Area (all areas outside of the building envelope).

- Plants That Can Be Used Within Your Disturbable Envelope
 - Homeowners must re-vegetate the Disturbable Envelope of their Lot.
 - All plants used must be chosen from this Approved Plant List.
 - All plants listed in this APL are designated for use within the Disturbable Envelope (including those with the '*' designation/Bold Type).
- Plants That Can Be Used Within Your Nondisturbable Area
 - If plants are added to the Nondisturbable Area of a Lot, ONLY those plants listed in the APL that have a '*' designation/Bold Type can be used.
 - These plants are native to this region of the Sonoran Desert and maintain the natural ecology of the open spaces & natural corridors that run through our development.

- The Nondisturbable Area MUST remain in the natural/native state preserved as open space amenities & wildlife habitat corridors – even dead trees, fallen saguaros and low growth on trees are considered an important part of the natural landscape and should remain because they provide cover for a variety of native wildlife.
- For example, if a small tree dies in the Nondisturbable Area, it becomes part of the natural landscape and should remain to preserve the natural ecology.
- All native Sonoran Desert plants/vegetation must remain intact and can NOT be removed (such as bursage, brittlebush, creosote bush, cacti, trees, etc.).
- NOTE: some plants, such as the bursage, may look dead in the summer, but in fact are alive and waiting for wetter seasons, these plants are to remain as part of the natural ecology).
- NOTE: All re-vegetation plans MUST be approved by the Casas Del Cielo Design Review Board (DRB).
- Submit an Architectural Request Form (found on the Casas Del Cielo website) to the Management Company for consideration by the DRB.

RE: Casas del Cielo Approved Planet List (found on the Casas del Cielo website)

RE: Board Meeting Motion/2nd/Approved - 8/22/2016

RE: Board Meeting Motion/2nd/Approved - 2/26/2018

RE: Board Meeting - DRC Report - 8/20/2018 UNANIMOUS BOARD CONSENT VIA EMAIL

Improvement Envelope (Building Envelope)

The front and back yard areas within the improvement envelopes must be entirely landscaped; areas outside improvement envelope must be left unaltered. Amendment: In no case shall the Improvement Envelope on any lot have an area greater than that prescribed by the City of Phoenix.

RE: Design Guidelines, Section 3.2, Page 11, September 2001

RE: City of Phoenix Letter dated July 7, 2003

RE: CC&Rs, 1st Amendment of CC&Rs as amended 11-7-96

Prohibited Plants / Re-vegetation

No plant materials on the Prohibited Plant List (Appendix "B") may be planted or kept in Casas del Cielo. Only plants native to natural Arizona dessert will be allowed for use in the re-vegetation of a lot's landscaping scheme.

RE: Design Guidelines, Section 3.2, Page 11, September 2001

Swimming Pools & Spas

Swimming pools and spas, if any, should be designed as being visually connected to the Residence through walls or courtyards, and the visual impact must be minimized from adjacent Lots, streets and public spaces. Swimming pools and spas must be constructed according to the City of Phoenix ordinances, and other applicable regulations. including required fence and enclosure heights. Doors and gates leading to swimming pools and spas must meet the City of Phoenix safety and closure regulations including doors that open directly from the Residence to any pool or spa area. Pool equipment must not be Visible from Neighboring Property and must be enclosed by walls and a gate or other suitable screening method.

RE: Design Guidelines, Section 3.5, Page 12, September 2001

Sidewalks

Sidewalks viewed from the front of the property will be constructed of crushed granite, flagstone, etc. No poured concrete will be allowed.

RE: Design Guidelines, Section 3.6, Page 12, September 2001

Patios & Courtyards

Patios and courtyards should be designed as an integral part of the Residence so they can be shaded and protected from the sun by roof and building masses.

RE: Design Guidelines, Section 4.9, Page 16, September 2001

Outdoor fire pits & Outdoor fireplaces

Outdoor fire pits & Outdoor fireplaces must be approved by the Committee.

RE: Design Guidelines, Section 4.9, Page 16, September 2001

Grass

No grass area will be allowed.

RE: Design Guidelines, Section 2, Page 5, September 2001

Exterior Walls

All walls (including retention walls) must be stucco/painted to match home.

RE: Design Guidelines, Section 2, Page 5, September 2001

Standards for Homes

Residential

Each Lot shall be used only for residential purposes. No business or commercial use or commercial building may be erected on any Lot, and no business or commercial enterprise shall be conducted from or upon any Lot, except for "home occupations" as defined and allowed under the Zoning Ordinance. No temporary buildings, structures, or trailers may be erected, placed, or maintained on any Lot, except as expressly approved and permitted by the Design Review Board. No Lot shall be used for a hotel or other lodging or transient service or purpose except that a Lot may be used by Owner for the temporary housing of guests of the Owner at no charge. No Lot shall be leased or rented except in its entirety.

RE: CC&Rs 5.1

RE: Monthly Missive – August 2020

Covenants for Maintenance

All Lots shall be kept in good condition and repair with the Improvements adequately painted. No garbage, trash, rubbish, or debris shall be burned on a Lot or be placed or allowed on a Lot except within containers complying with City of Phoenix requirements. Replacement or maintenance shall be subject to regulation by the Association Board. No Lot shall be allowed to present an unsightly appearance, endanger the health of Owners, emanate offensive odors or noises, or constitute an aggravation, annoyance, or nuisance.

RE: CC&Rs 5.8

Owners

Each Owner shall be responsible for and bear the expense of all of the maintenance, repairs, and replacements for his Lot and its Improvements including all areas and features not herein expressly provided to be maintained by the Association. In such repair and maintenance, an Owner shall not interfere with, hinder, or damage any Common Area or the Improvements of any other Lot. The removal, replacement, installation, or repair of any fence, wall, or other component of a Lot, placed or constructed by the Developer or any Owner, on within, or about any utility or other easement or service line or system shall be the responsibility of the Owner, either directly or through increased Assessments at the option of the Association Board. Additionally, if repairs or maintenance of areas to be repaired and maintained by the Association are caused by the negligent or willful acts or omissions of the Owner, his family, licensees, guests, tenants, or invitee, the cost of such repair or maintenance shall be the responsibility of the Owner either directly or indirectly through the use of a Special Assessment, at the option of the Association Board. Repair or maintenance of the interior or exterior of any Lot or its Improvements, undertaken by the Association because of the failure or neglect of the Owner, shall be the responsibility of the

Owner, either directly or through Special Assessment by the Association, at the option of the Association Board, except as defined in paragraph 7.2 pertaining to drainage and open space easements.

RE: CC&Rs 7. 1

Association

The Association shall be responsible for and bear the cost of the repair and maintenance of the Common Areas and facilities, signs, street signs, sign walls and the like if and as installed by the Original Developer or the Association even if not located in the Common Areas; and all portions of the property outside of the boundary of the Lots and public streets. The Association may repair and maintain Lots, or portions thereof, as are not properly constructed, landscaped or maintained by the Owners. The costs of the repair and maintenance undertaken by the Association shall be allocated among the Owners pursuant to the provisions of paragraph 8. The Association shall maintain landscaping installed by the Original Developer, including drainage and open space easements.

RE: CC&Rs 7.2

Association Right of Access

An authorized representative of the Association, and all contractors, repairmen, and other agents employed or engaged by the Association, shall be entitled to reasonable access to such of the Lots as may be required in connection with the maintenance, repair or replacement of or to the Common Areas and otherwise as necessary to perform any of the Association's duties or responsibilities hereunder.

RE: CC&Rs 7.3

Damage or Destruction

In the event any Improvements are damaged or destroyed from any cause, within 60 days from the date of the occurrence of the damage or destruction, its Owner shall begin repair and rebuilding of the Improvements (and damage to adjacent Lots or property for which such Owner may be legally responsible) in a workmanlike manner in conformity with the original plans and specifications used in the construction thereof, subject to such changes as are then required by applicable laws, ordinances, and governmental regulations, and shall complete the repair and rebuilding in a reasonably expeditious manner not to exceed one year from the date of damage or destruction. The one year period shall be extended by the period of any delays resulting from occurrences or circumstances which are beyond the control of the Owner and his contractor. Such repair and restoration shall be at the expense of the Owner, although the Association Board shall reimburse to the Owner any such expense covered by insurance proceeds received by the Association therefor. In the event the Owner refuses or fails to commence or to complete such rebuilding within the time required, then the Association, by and through its Board, hereby is irrevocably authorized by such Owner to undertake such repair and rebuilding in a good and workmanlike manner in conformity with the original plans and specifications of the Improvements and the then applicable law. The Owner shall repay the Association, upon demand, the amount actually expended for such repairs together with interest at the Default Rate of expenditure until paid. Each Owner further agrees that charges for repairs, if not paid within 10 days after demand, shall be delinquent and shall become a lien upon the Lot and the personal obligation of the Owner in the manner provided for Assessments. Such charges shall bear interest at the Default Rate and shall constitute a debt collectable by the Association from the Owner through any lawful procedures. Each Owner vests in the Association or its agents the right and power to bring all actions against such Owner for the collection of such charges and to enforce the lien by all methods available for the enforcement of such liens, including those provided for Assessments, and such Owner grants to the Association a private power of sale in connection with the lien. The lien shall be subordinate to the lien of any First Mortgage. Nothing contained herein shall be construed in any way so as to relieve any insurance company from payment of any and all amounts which would be payable under any policy or policies. In the event of a dispute between an Owner and the Association Board with respect to the extent of necessary repairs or cost thereof, then upon written request of either the Owner or the Association Board, the matter shall be submitted to arbitration in accordance with applicable rules and procedures of the American Arbitration Association and A.R.S. 12-1501 et. seq.

RE: CC&Rs 11

Accessories

Accessories such as, without limitation, heating and air conditioning equipment, trash receptacles, sports apparatus, service yards, and clothes lines and other exterior fixtures, shall be permitted only if screened from the view of neighboring Lots and with the prior written approval of the Design Review Board.

RE: CC&Rs 5.4

Antennas

No antenna or other device for the transmission or reception of television or radio signals or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise. The Association shall have the right to determine whether such devices shall be permitted on any Lot. Satellite dishes may be installed if screened properly and approved by the Design Review Board.

RE: CC&Rs 5.4.1

Roof Mounted Air Conditioning Units

No air conditioning units, air coolers, furnaces, or other mechanical equipment may be mounted on the roof of any dwelling unit or building located on any Lot.

RE: CC&Rs 5.4.2

Roofs and Flashings

No asbestos shingle roofs, wood shake roofs, light-reflective roofs, or flat roofs (unless fully concealed by a parapet wall so as not to be visible from Neighboring Property) shall be constructed or maintained on any Lot.

RE: CC&Rs 5.4.5, 1st Amendment of CC&Rs as amended 11-7-96

Lighting

Landscape or Building Lighting

Site lighting must be directed onto vegetation or prominent site features. Building mounted lighting must be directed downward away from adjacent lots, streets and open spaces and may not be used to light walls to building elements for decorative purposes. All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not visible from neighboring property; no bare lamps will be permitted. Recessed lights in exterior soffits, eaves, or ceilings shall have the lamp recessed a minimum of three inches (3") into the ceiling. Only incandescent lamps with a maximum wattage of seventy-five (75) watts will be allowed for exterior lighting unless specific approval is received from the Committee. Low voltage lighting is recommended for landscape lighting. Colored lights will not be allowed for exterior lighting.

RE: Design Guidelines, Section 3.3, Page 11, September 2001

Spotlights or other lights which may reflect upon or cause glare to neighboring property, including sport court or swimming pool lights, shall not be allowed. All street lights shall be shoebox lights of a height, type, and design approved by the Design Review Board.

RE: CC&Rs 5.4.3

Security Lights/Motion Detectors

Lights on motion detectors for the purpose of security illumination are strongly discouraged but may be allowed subject to specific approval of the Committee. If allowed by the Committee, these lights will only be allowed to operate on a motion detector and stay lit for a maximum of twenty (20) continuous minutes. Security lights must still meet the requirements of shielding of the light sources and the light sources should not be visible from Neighboring Property. If problems with these lights occur, the Committee reserves the right to demand that the fixtures be disconnected. These lights will not be allowed to operate for the purpose of general illumination.

RE: Design Guidelines, Section 3.3, Page 12, September 2001

Reflective Materials

Foil or other light-reflective material shall not be placed or maintained in the windows or glass of any Improvement erected on any Lot. Other reflective articles, including reflective house sidings and roofing material, shall not be maintained on any Lot. No glass used in the construction of any Improvement on any Lot shall have a reflectance in excess of twenty (20) percent.

RE: CC&Rs 5.4.4

Vehicles and Parking

Vehicles shall be parked and kept only in garages or designated parking areas and shall not be parked in the streets at any time for any reason except temporarily with the prior written approval of the Association Board. No vehicle, regardless of age, ownership, condition, or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, or abandoned, or otherwise not in active use except within an enclosed or other structure approved in advance by the Design Review Board. The Association Board may adopt specific rules and regulations pertaining to recreational vehicles, boats, trailers, and other vehicles other than standard passenger automobiles.

RE: CC&Rs 5.5

RE: Monthly Missive – February 2020

Oversized Conveyances

No car, van, truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle (collectively, "vehicles" or "motor vehicles," whether or not motorized or used for transportation) may be parked, maintained, constructed, reconstructed or repaired on any Lot or Common Area so as to be visible from neighboring property, except for:

- (i) the temporary parking of a motor home, camper, recreational vehicle or boat and boat trailer on the driveway situated on a Lot for a period of not more than forty-eight (48) hours within any consecutive seven (7) day period for the purpose of loading or unloading such vehicle or equipment and with prior written consent of the Association;
- (ii) temporary construction trailers or facilities maintained during, and used exclusively in connection with construction of any improvement approved by the Architectural Review Committee;
- (iii) boats and motor vehicles parked in garages on Lots so long as such vehicles are in good operating condition and appearance and are not under repair;
- (iv) motor vehicles not exceeding seven (7) feet in height and twenty (20) feet in length which are parked in the garage or on the driveway situated on a Lot; or
- (v) as may be otherwise permitted or required by law.

Parking Locations

Motor vehicles of Residents or guests of a Resident shall (unless parked in the applicable Lot's garage) be parked on the driveway of such Resident's Lot at all times when sufficient parking area exists on such driveway except as may be otherwise permitted or required by law. No motor vehicle shall be parked on any street within the Covered Property from 11:00pm to 5:00am without the prior written permission of the Association.

Commercial Vehicles

Commercial vehicles may not be parked so as to be visible. A commercial vehicle is one that is used for commercial purposes and bears advertising or containing visible machinery, tools, toolboxes, ladders and/or other equipment.

RE: Rules and Regulations Pertaining to Vehicles – Document states "Approved March 5, 2018"

RE: Board Meeting Minutes - Motion/2nd/Approved - 8/21/2017

Signs

No "For Sale" or other advertising sign, billboard, or display of any kind shall be permitted except in areas designated in advance by the Original Developer, successor Developer, or the Association Board. Street names and numbers, mailing addresses, and other identification and directory designations, markings, and insignia shall be permissible only as installed by the Developer or as approved in advance by the Design Review Board. All signs shall comply with applicable laws and ordinances including without limitation any sign ordinance of the City of Phoenix.

RE: CC&Rs 5.7

Mining

No exploration or mining operations of any kind shall be permitted whether involving discovery, location, removal, milling, or refining and whether related to water, oil, gas, hydrocarbons, gravel, uranium, geothermal steam or otherwise.

RE: CC&Rs 5.10

Animals

No animals, reptiles, birds or other creatures shall be permitted or kept on a Lot except that commonly accepted household pets such as dogs, cats, birds, and fish in reasonable numbers may be maintained within a Lot for domestic but not commercial purposes. Household pets shall be restrained by fence, cage, or leash at all times and shall not be allowed to eliminate excrement in the Common Areas or other Lots. The Association shall determine what a commonly accepted household pet is, and shall determine a reasonable number of pets.

RE: CC&Rs 5.11

RE: Monthly Missive – September 2020

Approval for Improvements to Property

As provided in the Declaration, no residence, building, structure, landscaping, walks, fences, or other improvement of any kind may be constructed or installed on any Lot without the prior written approval of the Architectural Committee. Also, no addition, alteration, repair, change or other work which in any way alters the exterior appearance of any residence, building, structure, or other improvement of any kind, situated on a Lot (as defined in the Declaration) can be made or done without the prior written approval of the Architectural Committee.

RE: Design Guidelines, Section 1, Page 2, September 2001

RE: Monthly Missive – March 2021

Compliance with all Laws; Permits Required

Any approval of plans, specifications or proposed construction given by the Architectural Committee shall not constitute any representation or warranty by the Architectural Committee that the approved construction or modification complies with applicable federal, state and local laws, or ordinances. Each Owner must comply with all applicable federal, state and local laws, rules and ordinances and obtain such permits as may be required for the construction or modification of the improvement. In addition, the construction or modification of any Residence or other Improvement must comply with all RE: Design Guidelines, which are part of the zoning approval for DVHA granted by the City of Phoenix.

RE: Design Guidelines, Section 2, Page 2, September 2001

Carports

Carports are not permitted.

RE: Design Guidelines, Section 2, Page 5 and Section 4.14, page 17, September 2001

Entrance Driveways

No poured or asphalt driveways are allowed. Circular driveways are not allowed. Homeowners have the option of replacing/using pavers in lieu of crushed granite for the driveway surface (Note: crushed granite is still an acceptable driveway surface - no homeowner is required to use pavers).

RE: Design Guidelines, Section 3.4, Page 12, September 2001

RE: Modified October 24, 2006, by UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS

Exterior Recreational or Play Equipment

All exterior recreational or play equipment such as swing sets, slides, play structures, jungle gyms and similar equipment must meet the intent and requirements of all sections of these Guidelines, including color. This type of equipment or structures should be located in the least visible portions of the Lot and adhere to a lot line setback of ten feet (10'). In addition, every attempt to screen this equipment or structures from view of adjacent Lots should be made including the installation of mature landscape. The height of this type of equipment shall be limited to a maximum of eight feet (8') above finished grade. All exterior recreational or play equipment requires specific approval of the Committee prior to installation.

RE: Design Guidelines, Section 3.7, Page 12, September 2001

Basketball Hoops

Sports apparatus shall be permitted only if not be visible from Neighboring Property and with prior written approve from the Committee.

RE: Design Guidelines, Section 3.8, Page 13, September 2001

Address Identification (Home Address Number)

The Committee has adopted a uniform address identification device for all Residences. No other address identification device will be permitted.

RE: Design Guidelines, Section 3.9, Page 13, September 2001

Exterior Holiday Decorations

Holiday decorations will be allowed between Thanksgiving and January 7th. No Christmas decorations are allowed before Thanksgiving, and all must be removed by January 7th. Decorations for other holidays may be installed no more than two weeks prior to the holiday and must be removed within one week after the holiday.

RE: Design Guidelines, Section 3.10, Page 13, September 2001

RE: Monthly Missive – December 2020

Wiring / Cables

All wiring (phone, Satellite TV, Cable TV, etc.) must not be visible on the exterior of the home.

RE: Design Guidelines, Section 3.11, Page 13, September 2001

Colors

All exterior building and Improvement colors shall have a light reflective value (LRV) of less than forty-seven (47) and must be approved by the Committee. This information is available from most paint manufacturers. Colors must be earth tones. No bright or gaudy colors are permitted. Subdued accent colors may be used, subject to approval by the Committee.

RE: Design Guidelines, Section 4.3, Page 15, September 2001

Reflective Finishes

No highly reflective finishes, except glass, which may not be mirrored or opaque, shall be used on any Exterior surfaces.

RE: Design Guidelines, Section 4.4, Page 15, September 2001

Materials - Exterior Surfaces

Exterior surfaces must generally be stucco, stone masonry, brick or integrally colored split face concrete block.

RE: Design Guidelines, Section 4.5, Page 15, September 2001

Roofs & Finishes

No asbestos shingle roofs, wood shake roofs, light-reflective roofs, or flat roofs (unless fully concealed by a parapet wall so as not to be Visible from Neighboring Property) shall be constructed or maintained on any lot.

RE: Design Guidelines, Section 4.2, Page 15, September 2001

Patio & Courtyard Furniture

All patio and courtyard furniture, including umbrellas, must meet the intent of Section 4.3 of the Guidelines. White or brightly colored patio courtyard furniture and accessories will not be allowed if visible from the front/street.

RE: Design Guidelines, Section 4.10, Page 16, September 2001

RE: Design Guidelines, Section 4.3 states "Colors must be earth tones. No bright or gaudy colors are permitted."

Free-Standing Flagpoles

According to state statute, our HOA must allow free-standing flag poles with stipulations. Review AZ Statute 33-1808 (Section A and B) and submit Architectural request with your plans.

RE: Design Guidelines, Section 4.13, Page 16, September 2001

RE: Modified with communication via a Monthly Missive – February 2020

RE: AZ Statute 33-1808 posted on Oasis Website