

RULES AND REGULATIONS

PREAMBLE

These Rules & Regulations are intended to assure that:

- The peace and tranquility of all members is not disturbed;
- The appearance of one or more units does not disturb or injure (lower) the value of the other Units, and
- Maximum freedom to come and go as members choose is preserved

Therefore the control of the exterior, insuring, and of transfer of the Units, among other issues has been placed under the authority of the Board, which serves without pay, and may make and enforce rules and regulations as they deem reasonable, and exercise all responsibilities for property management, watering, lawn care, water and sewerage bills, and real property insurance.

1. Leasing, Renting and Resale of Units

A. No rentals permitted. Lease or rental of units – see Amendment to the BY-LAWS of Villa Del Sol, Inc., recorded on 3/27/2012 as document No. 2012-0249648.

B. Resale of Unit.

As mandated by Arizona Law, Title 33-1260, the Unit Owner or agent shall mail or deliver to French Mansard/Villa Del Sol, Inc., a notice of pending contract sale containing the name, address, and phone number of the buyer. Under this law, it is the Association's responsibility to provide within ten (10) days of notice of the pending sale, to the buyer, a copy of the Association's documents or any other documents as may be required under the current Arizona statutes. A fee of \$50 for this documentation \$50 shall be paid by the buyer or his/her agent.

The unit owner or his/her agent must provide a signed statement by the unit buyer that states:

"I hereby acknowledge that the declaration, by laws and rules of French Mansard/Villa Del Sol, Inc., constitute a contract between the Association and me (the buyer). By signing this statement, I acknowledge that I have read and understood the Association's contract with me (the buyer). I also understand that as a matter of Arizona law, if I fail to pay my Association assessments, the Association may foreclose on my property." This signed statement must be mailed or delivered to French Mansard/Villa Del Sol, Inc., within fourteen (14) calendar days but before close of escrow. The Board will provide a written form of this statement to Unit Owner or his/her agent.

C. New Owner Orientation:

Principal Members of the Board of Management will conduct a New Owner Orientation to welcome the new owner(s) and answer any questions regarding the Association's documents, or residing in French Mansard/Villa Del Sol, Inc., prior to the close of escrow or within a reasonable time after taking occupancy.

2. Roof, Patio and Carports:

Each unit owner shall be responsible for maintenance of their unit roof, patio and carport. The interior of the patio and carport shall be kept free of debris and trash. Replacement of roofs shall conform with existing roof appearance, including color and materials, unless changes are agreeable and in writing by both owners and approved by the Board.

3. TV Antenna, Dish, Skylights and Solar:

The installation, maintenance and replacement TV antennas, satellite dishes, solar panels, skylights and vents are the responsibility of the unit owner and are not covered under the Association's insurance policy. Approval must be received from the Board prior to installation.

4. Garbage Receptacle:

The garbage receptacle sleeve and lid is the homeowner's responsibility. The insert bucket is the responsibility of the owner.

5. Driveways and Sidewalks:

Sidewalks within the boundaries of the Unit Lot are the Unit owner's responsibility. Driveway and sidewalk coatings must have written Board approval before application. The Unit owner is responsible for the maintenance, repair, or replacement of any sidewalk or driveway that has been coated and shall sign a statement acknowledging responsibility. The responsibility of such shall be passed on to future owners.

6. Public Sidewalks

Sidewalks along the street are the responsibility of the Association unless the county has taken responsibility for the repair.

7. Insurance:

The Association carries a master insurance policy coverage which includes fire and other perils coverage with a deductible on the structure and liability coverage for the common areas and the Board. The insurance premiums are paid from the operating account. All claims against the policy must be submitted to the Board of Management in writing.

When a covered loss occurs to the buildings that are insured by the Association's policy, the deductible portion of the loss is the responsibility of the owner who sustained the loss. However, in most cases, the home owner's policy will pay the portion of the deductible that is charged against you, if greater than the home owner's policy deductible. Insurance on all interior additions, improvements and personal property are the owner's responsibility. Please review your interior policy coverage with your agent. The French Mansard/Villa Del Sol, Inc., Board will notify the Unit Owners of a change in insurance coverage.

8. Utilities and Maintenance thereof:

- a. Water consumption, interior and exterior - Association's responsibility for payment.
- b. Normal curbside trash and garbage removal - Association's responsibility for payment.
- c. Electrical utilities payment and inside and outside maintenance - Owner's responsibility, except electrical wiring to meter, including the meter is the Electric Company responsibility.

9. Exterior:

No exterior additions or alterations to any building nor changes in fences, hedges, walls and other structures including but not limited to, color thereof, shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same, shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the property by the Board of Management or by a representative appointed by the Board.

- a. In the event of any damage to water, telephone, electrical, sewer or sprinkling lines caused by a unit owner the unit owner is responsible for the cost of all repairs.
- b. Garage Door: repair and replacement, except for painting is owner's responsibility. Replacement requires written board approval.
- c. Exterior doors, windows, screens, shutters, awning – installation, repair and replacement is owner's responsibility. Installation and replacement, painting and changing color requires written Board approval. Security door installation, painting, changing color requires Board approval. Painting of exterior original doors is the responsibility of the Association.
- d. Gutters – installation and replacement is owner's responsibility with written Board approval.
- e. Exterior walls – caulking, repair and painting is the Association's responsibility. Any additions, changes or alterations done by the unit owner that involves removing or changing exterior siding or trim, the responsibility for the siding, trim and painting to match are the unit owner's. Remember, Board approval is required prior to any exterior change.

10. Landscaping/Plantings

Unit owners may plant flowers/plantings in the two foot area along the side and/or rear of their unit. These floral beds will be the responsibility of the unit owner and should not become unsightly or full of weeds due to neglect. This area once claimed by the Unit owner will not be the responsibility of the Association landscaper. In addition, the Association will not be responsible for any unit owner modification to the irrigation system such as individual drip lines and their repair or maintenance. Gardening Manager (a Director) needs to approve any changes to irrigation lines or system because the Gardener is responsible for maintenance.

Whenever plantings are being considered, unit owners need to ask themselves, "who will care for the plantings when I leave for the summer or when I am no longer able to tend to their care?" We choose to live here for maintenance free living! The unit owner is responsible for care and maintenance while absent. Please make arrangements for any plant care or pruning required while away for any extended period of time.

Seasonal plantings in appropriate containers are not discouraged. Placing these containers on common walls is discouraged unless both unit owners agree. Placing containers on front or rear walls would be done only in an appropriate manner and not to appear unsightly or cluttered. Artificial/plastic plantings are prohibited.

Additions or replacements of landscape plantings within this two foot area whose ultimate height exceeds six (6) feet within courtyards, or under roof overhang including areas adjacent to front and rear patios, requires Board approval.

The unit owner should be mindful of low water consumption plantings.

Any additions or replacements of common area planting require written Board approval.

11. Common Area Trimming

Trees and shrubs planted by the owners are the responsibility of the owner. The decorative orange trees in the front lawn, and all shrubs and trees (other than fruit bearing citrus) outside the front and back patios of the respective units shall be maintained by the Association, including trimming, removal and replacement of such shrubs and trees. The areas inside the walls of the front and back patios of the units, which are visible to the common area, shall be maintained in neat condition. All plantings under the roofline on all sides of the

unit must be trimmed to a minimum of six (6) inches below the roof overhang. The trimming of plantings within a courtyard or patio area is the Unit owner's responsibility. Consideration when trimming should be given to the adjacent Unit owner so as not to allow plantings in the courtyard or patio area to extend into the adjacent unit owner's courtyard, unless mutually agreed upon by the respective Unit owners. If such areas become unsightly due to neglect, the Board may notify the owner and may undertake such maintenance at owner's expense.

12. Citrus Trees

Except for the decorative orange tree in each front yard and original citrus tree(s) in the common area, citrus trees within the extended boundaries of the unit, shall be maintained by the Unit owner. Such maintenance shall include gleaning and removal of fallen fruit and trimmed to a height to allow mowing, and away from the roof and unit structure. Trees must not to be allowed to become unsightly. Owners must glean fruit prior to leaving for the summer. If a citrus tree is removed, the area must be returned to its original condition by seeding or sodding at owner's expense. The painting and trimming of decorative citrus trees are the responsibility of the Association. Prior written Board approval is required to plant or remove a citrus tree. The cost of removal is the responsibility of the owner.

13. Exterior Lights:

Owner's Responsibility. Written Board approval required if type of light fixture or location change is desired. Owner is responsible for keeping lights working, including the replacement of burned out house number bulbs.

14. Air Conditioner: -

Repair and replacement is owner's responsibility

15. Insect Control

- a. Outside spraying, including courtyards, open patios and common areas – Association's responsibility. The garage will be sprayed if garage door is opened.
- b. Inside dwelling and attic – owner's responsibility
- c. Termites, bees and other insect control – owner's responsibility. If in common area – Association responsibility.

16. Pets

An animal with a natural aggressive tendency (as determined by webs site dogbreedinfo.com) is undesirable. Pet owners shall not tether their pet in the common area and shall keep their pet under control at all times and not be allowed to become a disturbance or nuisance to neighbors or be allowed to defile any areas including patios and courtyards so insects are not attracted to the area. Pet owners will not take their pet beyond their patio or courtyard unless the pet is on a leash that is being held by an adult or by a child who is large enough to control the pet. Any pet mess on patio, courtyard and adjacent area shall be cleaned up immediately. See Declaration of Restrictions for those animals not allowed.

17. Street/Yard Parking

No house trailer, motor home, boat or camper, and no temporary or permanent building of any nature detached from dwellings, shall be built, erected, placed or maintained on said lots. No house trailer, motor home, boat or camper shall be permitted to remain on any lot or remain parked adjacent thereto, for a period in excess of seventy two (72) hours per month. Should a period longer than 72 hours be required the unit owner shall request approval from the Board for a reasonable extension of time. The request requires Board

approval. The Association recommends that if the unit owner has more than one vehicle, at least one vehicle shall be parked in the car port to minimize neighborhood vehicle visibility. Owners must remember that car ports must be kept free of any possible fire hazards.

18. Clotheslines

No clotheslines, including umbrella type shall be erected unless they are totally concealed.

19. Signs

Only political signs or signs that advertise "For Sale", "Open House", "Garage Sale", "Security", "Estate Sale" "Block Watch" or signs as approved by the Board shall be permitted on the owner's premises or common area. Such signs shall not be more than two feet by three feet in size and shall not detract from the general appearance of the area. "For Sale" signs must be removed within five (5) days after the close of escrow. Other signs must be removed immediately after an election or event is over.

20. Noise

No occupant of any unit shall make, or permit to be made, any disturbing noise, or permit anything that will interfere with the rights, comfort or convenience of other owners. This includes TV, radio, musical instruments and pets. (11:00 pm to 6:00 am) We suggest that musical instruments, TV, radio and pet noise be given special attention after 11:00 pm. Please consider your neighbors at all times!

21. Complaints and Suggestions

Complaints and suggestions concerning management and operation of the Association, the common area and the activities of the Association, as well as the responsibilities of the Board of Management, shall be communicated in writing to the President of the Board.

Owners shall not communicate complaints or suggestions or give orders to maintenance; gardeners or other persons employed by the Board, and shall communicate those complaints and suggestions in writing to the Board of Management through the appropriate committee.

22. Vacation/Unoccupied for more than 15 days

Each owner is required to take reasonable precautions for interior protection of plumbing, water and electrical services.

Please provide an address and phone number of where you can be reached. Please provide a key to your home for someone who is present in the association to be used in case of emergency.

It can be beneficial to seal your toilet bowls and any sink or shower drains with plastic wrap or a heavy plate. This will prevent evaporation of water in drain traps and help reduce insects from entering your unit. In addition, it is recommended to add household bleach before sealing the toilet bowl.

Please remember to shut off the main water supply valve entering in the front of your unit (not the main water valve at the street). Release water pressure by opening a faucet inside the house, and tell your roommate and a member of the Board of your departure.

23 Monthly Assessments

- a. Monthly Assessments are to be paid the first of each month, as directed by the Board of Directors for French Mansard/Villa Del Sol, Inc.

- b. Payments not paid by the 10th of the month are delinquent and a late fee will be assessed against the property and may result in a lien as provided by law.

24. Suits and Controversies

In the event that the Association's action against an owner is successful, the Association's legal fees and cost for such action will be paid by the owner, and will result in a lien against the property for the amount thereof until paid.

NOTE: The Board is authorized to enforce the above rules and regulations after notifying the unit owner in writing regarding any violation or non-compliance. The owner would then have (10) ten days to respond to the Board or comply. Should the owner not respond or comply, the Board shall levy a fine of twenty five (25) dollars. Failure to pay the fine within in thirty (30) days, or if a second violation occurs will result in an additional fifty (50) dollar fine. If after ninety (90) days, the violation is not rectified, the Board shall correct the violation for the owner and bill the owner. Non payment for either the fine(s) or Board correction of the violation will result in ten (10) percent interest and, if necessary, placing a lien on the owner's property.

If the violation cannot be resolved or if the violation is repeated, the Sun City Homeowner's Association, a non-profit Arizona Association, shall have the authority to enforce any violation upon written request from the Board or unit owner(s). The written request shall described in detail the violation alleged and the Sun City Home Owner's Association will pursue an investigation and shall have the right and authority to enforce these restrictions in the Board's name or unit owners who submitted the request.

Date Approved APRIL 20, 2015


Signature

ED STELMASCHUK
Name

PRESIDENT
Title


Signature

JEAN SMITH
Name

SECRETARY / TREASURER
Title