

**THE THUNCASTER ASSOCIATION, INC.**  
**CONDOMINIUM ASSOCIATION**  
**BYLAWS, RULES, AND REGULATIONS**  
**STATEMENT OF RESOLUTION**

**June 1, 2023**

Whereas, from time to time the State of Arizona Legislature amends

Statutes relating to Condominium Associations

Now therefore be it resolved to follow all current

Arizona Statues regulating Associations, non-profit corporations,

and

other applicable federal laws that conflict with the

current governing documents of this association of unit owners.

In the event any statute or ordinance involving any matter herein

contained is more restrictive than herein provided, such statute or

ordinance shall govern.

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## DEFINITIONS

1. “Age overlay zoning” means housing that is restricted by special zoning and that limits ownership in a special area to older persons.
2. “Age restricted community” means one resident of the unit must be 55 years of age or older.
3. “Allocated interests” means the undivided interests in the common elements, the common expense liability and votes in the association allocated to each unit.
4. “Arizona Fair Housing Act” means to take steps necessary to eliminate discrimination in housing because of an individual’s race, color, religion, sex, national origin, handicap or familial status.
5. “Articles of Incorporation” means the instrument by which an incorporated association or unit owners’ association is formed and organized under this state’s corporate statutes.

6. Association or “unit homeowners” means the unit homeowner’ association organized under Az Condo Act 12-1241
7. “Board of Management” means the body, regardless of its name, designated in the declaration and given general management powers to act on the behalf of the association.
8. “Bylaws” means the bylaws required by the Az. Condo Act 33-1246
9. “CC&R’s” means Covenants, Conditions and Restrictions
10. “Common areas” means all portions of the condominium other than the internal homeowner units.
11. “Common expense” expenditures made by or financial liabilities of the association, together with any allocations to reserves.
12. “Common expense liability” means the liability for common expense allocated to each unit pursuant to section 33-1217 of the Az Condo Act.
13. “Condominium” means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real estate is not a condominium asset. Association homeowners own “studs in and slab up” which means Association homeowners own only the internal components and roofs of their condo.
14. “Condominium documents” means the declaration, bylaws, articles of incorporation and rules and regulations.
15. “Declarant” means any person or group or persons who reserves, is granted or succeeds to any special declarant right.
16. “Declaration” shall mean the Amended and Restated Declaration of Restrictions, establish of the Board of Management and Lien Rights, as may be amended from time to time.
17. “Encroachment” means taking of property by others.
18. “Homeowner’s unit” means a portion of the condominium designated for separate ownership or occupancy.
19. “Indemnify” means to secure against anticipated loss.
20. “Limited common elements” means a portion of the common elements specifically designated as limited common elements in the declaration and allocated by the declaration or by operation of Az. Condo Act 33-1212. Limited common elements include the Thuncaster Association the individual Condominium Unit Courtyard; and the unit homeowner’s responsibility to maintain. The Board of Management does have the right to enter the limited common element if an issue or complaint arises.
21. “Thuncaster Association Declaration of Restrictions, Year 1971” are the original guiding CC&R’s filed with the Maricopa County Recorder in August 17, 1971 and are the baseline for the bylaws and rules and regulations. Amendments to the CC&R’s required a 67% vote from homeowners once a quorum is reached and refiled with the Maricopa County Recorder.

22. "Maricopa County Age Overlay" means that the zoning district is intended to provide for planned residential development designed specifically for residency by persons of advanced age, usually fifty-five (55) or older.
23. "Mediation" means a process for settling a disagreement using a third party.
24. "Political signs" means a sign that attempts to influence the outcome of an election, including supporting or opposing the recall of a public officer or supporting or opposing the circulation of a petition for a ballot measure, question or proposition.
25. "Quorum" means 25% of the unit homeowners either in person or by absentee ballot and then can make motions and vote.
26. "Rules and Regulations" means the provision, if any, adopted pursuant to the declaration or bylaws governing maintenance and use of the units and the common elements.
27. "Self-Management" means the elected Board of Management handles the business of the association.
28. "Unit" means a portion of the condominium designated for separate ownership or occupancy.
29. "Unit homeowner" means a person or persons who own a unit.

## BYLAWS

### THUNCASTER ASSOCIATION, INC. A CONDOMINIUM ASSOCIATION

ORGANIZED AND RECORDED, August 17, 1971

## I

### PREAMBLE

We, the owners of all the property described as Tract L, Lots 229 through 256, Unit 34-A, Sun City, Maricopa County, State of Arizona, hereby adopt the following bylaws, rules and regulations for the governing and use thereof.

TRACT "B" and LOTS 34 through 68,  
both inclusive, SUN CITY UNIT TWENTY-FOUR "B",  
according to a plat thereof recorded in the office of the County  
Recorder of Maricopa County, Arizona, in Book 140 of Maps,  
at Page 39, thereof,

## II

### CONFIRMATION OF RESTRICTIONS

The Declaration of Restrictions recorded in 1971 in Docket 8888, Page 978 of the records of the County Recorder of Maricopa County, State of Arizona, to which our individual deeds are subject, it hereby confirmed and made a part of the instrument to the same extent as if set out herein.

### III

#### NAME

For convenience, this association of owners may be referred to as THE Thuncaster CONDOMINIUM ASSOCIATION (Thuncaster).

### IV

Thuncaster operates under The Arizona Condominium Act found under Title 33, Chapter 9 (§ 33-1201 et. Seq.) applies to “all condominiums created within this state without regard to the date the condominium was created.” Thuncaster also operates under the Arizona Non-Profit Corporation Statue, Title 10

### V

#### PURPOSE

The purposes of this association are (1) to provide for the management of the common interest of the members, (2) to assess the members and pay on their behalf for the operation and maintenance of the condominium as set out hereafter, and (3) to adopt rules and regulations for the use of the individual units and common elements which tend to increase the enjoyment of the property by the owners and occupants.

No profit may be made by the association, and if income is received other than by assessment of members, it shall inure to the benefit of the members in their respective proportions.

### VI

#### MEMBERSHIP AND VOTING

All owners of units in the property described in the preamble above, whether one or more shall be members of the association while such ownership continues and named on the deed. Members shall have one vote for each unit owned regardless of the number of persons who jointly own such unit. Cumulative voting shall not be allowed. The vote for each unit must be cast as a unit, and fractional votes shall not be allowed. If any owner or owners casts a vote representing a certain unit, it will be conclusively presumed for all purposes that he/she or they were acting with authority and consent of other owners of the same unit. In the event more than one vote is cast for a particular unit, none of the votes shall be counted as votes and shall be deemed void.

The Board of Management may suspend the voting rights of a unit owner for any period during which any assessment or charge against the unit remains unpaid; and for a period not to exceed sixty (60) days for any other infraction or violation of the Declaration or Association Rules and Regulations.

A quorum is present throughout any Association meeting or absentee ballot at twenty-five percent (25%) of unit homeowners. Az Condo Act 33-1249a

A quorum is deemed present throughout any Board of Management meeting in person entitled to cast at least fifty percent (50%) of the votes on that board are present at the beginning of the meeting. Az Condo Act 33-1249b

Condominium Budget Voting: Once the board has approved the annual budget it requires that the board of directors provide (typically by e-mail) a summary of the proposed association budget to all unit owners within 30 days after board approval. The unit owners are required to ratify (approve) the budget or any amendments to the budget. The budget can be approved by owners via absentee ballot or in person or a combination of both. The budget is approved whether or not a quorum is present, unless a majority or any larger vote of the unit owners vote to reject it. If the proposed budget is rejected, the budget that was previously approved by the unit owners will continue to be in effect until the unit owners subsequently ratify the budget proposed by the board of directors. Az Condo Act 33-1243

## VII

### PROXIES

The Arizona Condo Act prohibits the use of proxies to cast votes or attend board meetings. The association shall provide for votes to be cast in person or by absentee ballot by the unit homeowner only. However, a unit homeowner may present a legal Power of Attorney to an individual to vote or speak for them at a meeting. The Power of Attorney must be dated and is valid for one year, unless it specifies a shorter time limit. Az Condo Act 33-1250

## VIII

### ASSESSMENT OBLIGATION

The assessment obligation is that of the unit homeowner under Az. Condo Act 33-1255 and is secured by a lien on the homeowner's unit in favor of the association pursuant to Az. Condo Act 33-1256.



## IX

### MEETINGS OF MEMBERS

The Condominium Act requires all condominiums created in Arizona to hold at least one annual meeting of unit owners. Az. Condo Act 33-1248B The secretary shall notify each member of the time and place of the annual meeting at least ten days prior to the meeting. A quorum is present at the annual meeting at twenty-five percent (25%) of unit homeowners whether in person or by absentee ballot. The return of mail voting ballots is sufficient to satisfy the quorum requirement if not attending the annual meeting. Az Condo Act 33-1249a

If there is a failure to achieve quorum, the chair of the association calls the meeting to order, announces the absence of quorum, and then entertains a motion to adjourn the meeting to a later date.

New Meeting Date – When a meeting is adjourned for a failure to achieve a quorum the new meeting scheduled must be no less than five (5) days and no more than thirty (30) days from the date when the meeting was first adjourned.

Order of business at the annual meeting shall be:

1. Roll call and establishment of a quorum.
2. Approval of the minutes of the last previous annual meeting.
3. Chair's report.
  - a. Results of ballot voting include – upcoming year budget, assessment increases and new board members. Nominations for new board members will be requested prior to ballot mailing to be included on the ballot only if the unit homeowner nominated is in agreement to run. No nominations from the floor at the actual meeting will be taken.
4. Treasurer's report.
5. Committee reports.
6. Old business.
7. New business

The notice for special meetings shall be the duty of the secretary to deliver a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held to each unit homeowner at least ten (10) but not more than fifty (50) days prior to the meeting. Notice of meetings of the unit homeowners may be delivered by person, newsletter, by mail or by any other reasonable reliable method.

All Board of Management meetings are open to all of the association unit homeowners. Az Condo Act 33-1248 Executive closed sessions with Board of Management members may be held regarding legal advice from an attorney, pending or contemplated litigation, personal, health or financial information about an individual unit homeowner, matters relating to job performance of

contracted businesses working under the direction of the Board of Management and any discussion of a unit homeowner's appeal of any violation.

At all meetings the votes of a majority (51%) of unit owners present once the quorum is achieved including absentee mail ballots shall constitute an act of the association.

Annual meeting notice and Ballots: A notice of the date and location of the annual meeting which will occur in November each year. All e-mail ballot voting for the following year budget, potential assessment increase and new board members will be included in the November annual meeting notice with a two-week timeframe for return of the ballots.

Special Meetings of the Thuncaster unit owners' may be called by the chairperson, by a majority of the board of director or by unit owners having at least twenty-five percent (25%), or any lower percentage specified in the bylaws of votes in the association. Az. Condo Act. 33-1248B

All ballots are secret and handled as follows for e-mail in voting:

- Ballots will be sent to owners from a "cloud based" server that is designed for balloting, tabulation, and results reporting.
- Upon receipt of the e-mail ballot, the owner will respond with their vote and the votes will be recorded.

Alternatively: *Notice of Meetings.* Written notice stating the place, day and hour of any in person or virtual meeting of members shall be delivered, either personally, e-mail or by US mail, to each member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail and addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid Notice may be waived if waivers are signed by the waiving members. If e-mailed, such notice shall be deemed to be delivered when the senders "sent" file contains the email. All on-line voting will be done on a "cloud" based drive designed for that purpose. All balloting is confidential and is tabulated automatically.

If there is a failure to achieve quorum, the chair of the association calls the meeting to order, announces the absence of quorum, and then entertains a motion to adjourn the meeting to a later date.

New Meeting Date – When a meeting is adjourned for a failure to achieve quorum, the time period within which the adjourned (new) meeting must be no less than five (5) and no more than thirty (30) days from the date when the meeting was first adjourned

## X

### BOARD OF MANAGEMENT

Subject to the provisions of the declaration the Board of Management may: Az Condo Act 33-1242

- 1.) Adopt and amend bylaws, rules and regulations and those requirements by the Landscaping, Architectural, or other Committees that may be passed from time to time. . Owners then ratify with a vote of 51% once quorum is met of those who vote.
- 2.) Adopt and amend budgets for revenues, expenditures, reserves and collect assessments for common expenses from unit homeowners.
- 3.) Pay taxes and assessments levied against real property.
- 4.) Pay for water, insurance, sewage, landscaping, pest control, accounting services and other expenses as designated by the Board of Management.
- 5.) Hire and discharge managing agents and other employees, agents and independent contractors.
- 6.) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or unit homeowners on matters affecting the condominium.
- 7.) Make contracts and incur liabilities.
- 8.) To insure, and keep insured, all buildings and improvements on the property, and the owners against loss from fire or other casualty, and to purchase other insurance as the Board of Management deems advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional special assessment in proportionate amounts as to each unit homeowner to cover such deficiency.
- 9.) Regulate the use, maintenance, repair, replacement and modification of common elements.
- 10.) To enter into and upon the homeowner's unit or limited common element when necessary, and at as little inconvenience to the unit homeowners concerned as possible, in connection with the duties of the Board of Management.
- 11.) Cause additional improvements to be made as part of the common elements.
- 12.) Impose charges for late payments of assessments after the association has provided notice that the assessment is considered overdue after a certain date and, after notice and an

opportunity to be heard, impose reasonable monetary penalties on unit homeowners for violations of the declaration, bylaws and rules and regulations of the association.

- 13.) Provide for the indemnification of its board members and maintain director's liability insurance.
- 14.) To make reasonable rules and to amend the same from time to time as long as they do not conflict with any provision in the governing documents, and such rules and amendments shall be binding upon the unit homeowners after a twenty-five percent (25%) quorum of homeowners have been reached either by meeting or absentee ballots and a fifty-one percent (51%) majority of those who vote once the quorum has been reached is required to pass any changes or amendments. A copy of the approved amendments, bylaws and rules and regulations shall be delivered to each unit.
- 15.) To render to the unit owners a semi-annual financial statement.
- 16.) Exercise any other powers conferred by the declaration or bylaws.
- 17.) Exercise all other powers that may be exercised in this state by legal entities of the same type as the association.
- 18.) Exercise any other power necessary and proper for the governance and operation of the association.

The Board of Management shall consist of not less than (3) board members elected by absentee ballot prior to the annual meeting who must be unit homeowners and reside year-round. Family members of any elected board member cannot also hold a board seat at the same time to include husband and wife, siblings or adult children. Any elected or potential board member running for office must be in good standing which includes no current violations or past due assessments. They shall elect from their number a chairman, vice-chairman, secretary, and treasurer. Provided the same person may be secretary and treasurer.

The Board of Management shall meet at times and places selected by the chairman. A quorum shall consist of a fifty percent (50%) of the voting board members and an affirmative vote of the majority of those present once the quorum is reached shall be a binding act of the association.

## XI

### OFFICERS

Officers will hold a three-year term without pay. The chair shall preside over meetings of the Association and the Board of Management. His/her duty is the executive officer of the Association, and it is his/her duty to carry out the directions of the Association and the Board of Management. He/she shall appoint such committees as may be required, with the exception of the Nominating Committee, which shall be chosen by the Board of Management.

The vice-chairman shall perform the duties of the chairman in his absence or disability, and shall perform such additional duties as the Board of Management may direct him/her.

The secretary shall keep minutes of all meetings of the association and of the Board of Management, keep all records, handle all correspondence, and perform such other duties as may be directed by the Board of Management.

The treasurer is responsible for the Association's funds. Keeps and maintains a complete set of financial accounting records. Reviews the Association's financial records each month and presents the Association's financial status to the Board of Management on a regular basis. Oversees the preparation of the annual budget including the reserve accounts. The annual budget is then presented at an open board meeting for board approval via a majority vote to send to the unit owners for a final majority vote.

The grounds person shall be the liaison between the individual unit owners and the Board of Management and between the Board of Management and the company or person contracted with to maintain the common elements landscaping.

In the event of a vacancy, the remaining members may appoint a successor as a member of the Board of Management for the remainder of the term and hold office until a successor is elected by the unit homeowners at the next annual meeting.

Removal of a Board Member: A Board member can be removed by a majority vote once a quorum is achieved at a special meeting called for that purpose. Unit homeowners may remove a board member with or without cause. The association member creates a recall petition and has twenty-five percent (25%) of the homeowners eligible to vote sign the petition. The petition is then presented to the Board of Management. The Board of Management shall call and provide written notice of a Special meeting and held within thirty (30) days after receipt of the petition. A quorum is present if the number of owners eligible to vote at the time of the special meeting is equal to at least twenty percent (20%) of the association either in person or absentee ballot. The absentee ballot will be secret ballots and handled in the same manner as described on page 9, handling of secret ballots. A majority vote (51%) is required after the quorum has been reached to remove the board member or members.

On removal of a board member or members, the association shall hold a special election for replacement of the removed board member or members by absentee ballot no later than thirty (30) days after the special meeting in which the board member or members were removed. AZ Condo Act 33-1243 H and 33-1248B

Resignation of Board members. Any Board member may resign at any time by giving written notice to the Board of Management or to the Chair or to the Secretary. Any such resignation shall

take effect at the date of the receipt of such notice or at any later time specified; and the acceptance of such resignation shall not be necessary to make it effective. Az. Condo Act 33-1242

The Board of Management may temporarily or permanently re-assign any of the officer's powers and/or duties to another Director.

Board of Management Delegation of Specific Duties. The Board of Management may, from time to time, employ the services of a professional manager to manage the accounting of the Association and, to the extent not inconsistent with the laws the Board of Management may delegate to the Manager any of its powers and/or duties and any of the officers' powers and/or duties under these Bylaws and the Declaration. Without limiting the generality of the foregoing, the Board of Management may delegate the following duties:

- Collection of annual and special assessments and monthly notification to the Board of Management of unpaid assessments.
- Payment of monthly fixed invoices. i.e., water, landscaping, pest control, sewer.
- Maintenance and full and accurate accounts of all receipts and disbursements of the Association funds and preparation of a financial statement of the Association monthly.

## XII

### INDEMNIFICATION

The Association shall indemnify duly elected Boards of Management or appointed directors, officers, committee members or volunteers, hereinafter referred to as "indemnified individuals", of the Association, including their estates, heirs, legal representatives or assigns, against any costs and expenses including counsel, reasonably incurred in connection with any criminal, civil, administrative or other claim, action, suit or proceeding in which he/she or they may become involved or with which he/she or they may be threatened, by reason of his/her being or having been an officer, director, employee, committee member or volunteer of the Association, and against any payments in settlement of any such claim, action, suit or proceedings or in satisfaction of any related judgment, fine or penalty, except costs, expenses or payments in relation to any matter as to which he/she shall be finally adjudged derelict in the performance of his/her duties to the Association or except as prohibited by law.

In the case of criminal action, suit or proceeding, a conviction or judgement (whether after trial or based on a plea of guilty or *nolo contendere* or its equivalent) shall not be deemed an adjudication that the indemnified individual was derelict in the performance of his/her duties to the Association, if he/she acted in good faith in what he/she considered to be the best interest of the Association and with no reasonable cause to believe the action was illegal.

The foregoing right of indemnification shall be exclusive of other rights to which indemnified individuals and others may be entitled as a matter of law or otherwise.

### XIII

#### COMMITTEES

The chair can form committees from the membership who volunteer that can focus on budget, maintenance, landscaping, Architectures, or any other Association need for homeowners' input to the chair.

### XIV

#### PLATS

A plat of Thuncaster represents a tract of land, showing the boundaries and location of individual properties, streets, and easements, Attached.

### XV

#### RULES AND REGULATIONS

The restrictions set forth in the “DECLARATION OF RESTRICTIONS ESTABLISHMENT OF BOARD OF MANAGEMENT AND LIEN RIGHTS” and the bylaws of the Thuncaster Condominium Association are in compliance with Federal laws, the Arizona Revised Statute Title 33, Condominiums Act, Chapter 9 of 2008, Arizona Non-Profit Corporation Statute, Title 10, Maricopa County Age Overlay, Section 1006 – SC (Senior Citizen) and Arizona Fair Housing Act.

1.0 Age Restrictions. Sun City is an age restricted community by special zoning. Occupancy must have one person fifty-five (55) years of age or older per unit. No person under nineteen (19) years of age shall occupy or reside in a residential unit for more than ninety (90) days in any twelve (12) month period. An age qualified (55+) “permanent resident” must occupy the residence when there is an underage (19 to 55) person residing at the address. Fair Housing Amendments Act of 1988, U.S.C. 3600. An occupancy period shorter than ten (10) months in any twelve (12) month period by the age-qualified individual will require the residence to be “vacant” in their absence. The Board of Management can request verification of the age of the resident by reliable surveys and affidavits and if requested by the Association, shall furnish the Association with the names and ages of all occupants of the residential unit and such affidavits and other documents as the Association may request to verify the ages of such occupants. SCHOA CC&R’s cited as community standard if current resident or residents are not forthcoming with documentation that at least one full time resident is 55 years of age or older



resides at that resident, the Maricopa County Code Enforcement office will be notified and take further action.

2.0 Vacations/Unoccupied for more than 15 days – Emergency and Key Access. The unit homeowner shall provide an address and phone number of where they can be reached in case of an emergency. The unit homeowner shall provide a key to their condo to be placed in the “Sun City Fire Department” provided secure box as attached to each unit. These secure boxes will be installed by the Association. The Board of Management chair may also hold an emergency key at the unit homeowner’s request in case the unit homeowner has not designated an emergency contact and provide that key to first responders if necessary.

3.0 External Common Area. Xeriscape, cactus, shrubs, trees, hedges, etc. are the responsibility of the Board of Management. Individual unit homeowners are not authorized to discuss such maintenance or stop any routine maintenance with the landscapers or their assistants. No outside plantings or any external common area changes shall be made by individual unit homeowners to include any wall obstruction, decorative wall, screen, Pergola, awning; improvements of the common elements of any kind shall be commenced, erected, painted or maintained on the common elements without written Board of Management approval. Az. Condo Act 33-1221

Limited Common Area: Unit with courtyards and walled enclosures are defined as limited common elements. The unit owner does not own these areas; however, use is limited to the unit owner. All maintenance of shrubs, trees, flowers, watering systems, repair, and maintenance of these limited common areas are the unit owner’s responsibility.

3.1 Citrus trees – The homeowner’s unit courtyard is the homeowners responsibility to maintain, trim, and pick fruit when ripened. All fruit on the ground must be picked up timely. All fruit must be picked off trees by mid-May.

### 3.2 Guidelines for Unit Owner Plantings

1. Owners, upon approval of the board, may plant approved desert plants/cacti in area in front of their unit. These should be planted midway between the foundation and the sidewalk. No groundcover may be planted.
2. Flowerboxes, planters and hanging baskets must be only located by the front entry and/or the Courtyard area. Brackets for hanging baskets must not be affixed as to create a hazard or increase the rate of insurance of the buildings or the contents thereof beyond the rates applicable for residential units.



- 3.3 Lawn Ornaments, furniture, whirligigs or other Knick knacks – are allowed but may be limited at the Board’s discretion.
- 3.4 Exterior wall hanging and decorative displays - are allowed but may be limited at the Board’s discretion.
- 4.0 Request for Common Element Improvements or Alterations. Shall be submitted to the Board of Management using the form “Request for Approval of Architectural Change”. The Board of Management will review the request for quality of workmanship, if a licensed contractor is required, if permits are required, design and harmony of existing structure and as to location in relation to surrounding structures prior to approval or disapproval.
- 5.0 Trash Cans/Recycle Cans. Trash cans may be set out the day before trash pickup and removed the same day after pick-up. Only resident trash is allowed, no commercial trash or trash from an outside source is allowed. Trash cans cannot be stored anywhere on the common elements and must be stored in the rear walled courtyard or garage so as not visible to neighboring condos. Trash can sleeves and cans are the unit homeowner responsibility to replace.
- 6.0 Unit Courtyards. Citrus trees and other trees on the unit homeowner’s back patios/courtyards must be maintained by the unit homeowner and trimmed two feet away from any structures, roofs and party wall between units. Shrubs and bushes planted along the periphery courtyard party walls are allowed to have contact with the internal courtyard party wall and can grow higher than the party wall as long as well trimmed and shaped and not growing over the neighboring party wall. All fruit on the ground or homeowner’s roof must be picked up timely. All fruit must be picked off the trees by mid-May.
- 6.1 If the unit homeowner is in non-compliance regarding the citrus trees and bushes/shrubs after a courtesy letter and then followed by a written formal complaint and still not in compliance, the unit homeowner shall be fined \$30.00 per day until resolved. Back courtyards are considered limited common elements; the Board of Management does have the right to enter in the case of noncompliance with trimming trees, bushes, etc. The Board of Management will have the offending tree/bush/shrub, etc., trimmed or removed at the owner’s expense.
- 6.2 No structures in the back courtyard limited common element shall be higher than the party walls or front enclosure walls to the courtyard, to include sheds, ladders, gazebos, shade structures or any other structure shall be placed other than existing attached patios or Arizona Rooms that would have them higher than the party walls and seen from attached neighbors party walls.
- 7.0 Party Walls. All dividing walls between any two (2) units shall be considered party walls and deemed to belong to respective common owners as tenant in common and shall be used

for the common purpose of the units separated by the party wall. The preservation and structural repair of any of the party wall, except for personal wall decorations, shall be joint duty and obligation of the homeowners sharing the particular party wall. No structural changes shall be undertaken without prior written consent from the Board of Management and each of the users of the particular party wall shared.

In the event the party wall is damaged or destroyed through the act of one adjoining owner, guest, agents or members of the unit homeowner's family so as to deprive the other adjoining owner of the full use and enjoyment of such party wall, then the unit homeowner causing the damage will proceed to rebuild and repair the party wall to as good condition as formerly, without cost to the adjoining unit homeowner.

7.1 In the event the party wall is damaged or destroyed by some cause, other than the act of one of the adjoining unit homeowners, guests, agents or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed to rebuild or repair the party wall to as good condition as formerly at their joint and equal expense.

7.2 In the event of a dispute between unit homeowners with respect to the repair or rebuilding of the party wall or with respect to the sharing of the cost, the matter shall be submitted to arbitration. The process for arbitration is outlined in the Declaration of Restrictions 20 D.

8.0 Internal Alterations. Any alternations in the interior of the unit which may affect the structural safety or mechanical systems of the building, such as taking walls down to make an open concept room, must be submitted to the Board of Management for review to assure the utilization of a licensed contractor, all the appropriate permitting required under the regulations of Maricopa County and that a structural integrity review has been conducted. Az. Condo Act 33-1221 Reluctance to comply and structural integrity is compromised causing damage to their unit or a neighboring unit, they will be held responsible for any and all damages that occur that the Master policy insurance will not cover.

9.0 Interior Damages. If a unit homeowner neglects the interior of his/her residence and knowingly neglects this continuously to the point of damage to the connecting condo (i.e. water damage, black mold, plumbing issues) or if a unit homeowner does not have their property wired and plumbed according to acceptable standards and codes and because of their reluctance to comply has major damage to their unit or a neighboring unit, they will be held responsible for any and all damages that occur that the Master policy insurance will not cover.

10.0 Damages to the Common Elements. If damage is inflicted on the common elements or any unit through which access is taken by a unit homeowner, guest, agents or members of the

homeowner's family, the unit homeowner is liable for the prompt repair of the damage. Az Condo Act 33-1247 If the homeowner is unable to make the repair, the said homeowner does hereby irrevocably authorize the Board of Management to repair said damage and the unit homeowner shall then repay the Board of Management in the amount actually expended for the repair.

10.1 In the event of a dispute between a unit homeowner and the Board of Management with respect to the cause of the damage or the extent of repairs necessitated or with respect to the cost, then upon written request by the unit homeowner to the Board of Management, the matter shall be submitted to arbitration.

11.0 Exterior Modifications – Updates to this section will be contained in the Thunderbird Association, Guidelines for Painting and Architectural Standards Publication, which may be voted on and changes from time to time.

A. Additions, Alterations, Improvements

1. No Unit Owner shall make any structural addition, alteration or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building without first providing the design and securing prior written consent of the Thuncaster Board, except as provided for in these Rules and Regulations. The Board's final approval is subject to receiving an approved Maricopa County Building permit.

B. Storm/Screen/Security Doors, Windows and Garage Doors

1. Only screen doors, security doors, windows, patio doors / gates, and garage doors which meet the style and color approved by the Thuncaster Board may be installed. The Unit Owner shall be responsible for any damage resulting from the installation and for maintenance and/or restoration to original condition and for any damage to the existing structure directly attributable to the addition.
2. Requests for the installation of new windows or doors must be submitted to the Board in writing along with a description and photos. Presently, exterior doors may only be painted white or off white. Garage doors replacement must be approved as a standard has been set by the Board.
3. All requests for update/replacement must be in writing and include pictures/and specifications of the proposed changes.

C. Painting

1. Front doors may be repainted their existing color prior to regular scheduled Association maintenance, providing the paint color and type approved by the Thuncaster Board is used. Current standard is available at Dunn- Edwards.
  - a. Walls - Navajo White
  - b. Trim – Boxwood
2. Changes to the door color of must be approved by the Thuncaster Board. Presently, approved exterior doors may only be painted white and off-white.
3. Front Door Hardware Drop locks, peepholes and door knockers of a non-ornamental type may be affixed to the front door with prior approval of the Thuncaster Board. The Unit Owner shall be responsible for any kind of damage resulting from the installation, and for the maintenance and/or restoration to its original condition.

#### D. Unit Walled Patios

1. Patios may be decorated as the owner chooses. BBQ Grills and table-top gas heaters are allowed.

### 12.0 Insurance.

#### Master Policy Insurance. Az Condo Act 33-1253

The Board of Management shall maintain both:

Property insurance on the common elements insuring against all risks of direct physical loss commonly insured against fire and extended coverage perils. The unit homeowner shall pay the deductible.

Liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of common elements.

Unit Homeowner Insurance. The unit homeowner shall maintain a condominium unit owner policy at all times that also includes the master blanket policy deductible by the Associations' master policy.

12.1 An annual survey will be conducted for proof of coverage.

12.2 The unit homeowner is responsible for all damages to the unit(s) as a result of a claim denied under the Association's master policy if the owner chooses not to have a unit homeowner policy or allows their unit homeowner policy to lapse.

13.0 Surveillance Cameras. The installation of surveillance cameras in the common area must be reviewed by the Board of Management and approved. An architectural form must be filled out and presented to the Board of Management for approval. The cameras cannot be pointed to infringe on anybody else's privacy. The surveillance cameras can only video the common area.

14.0 Commercial use Limitations. No store, manufacturing, storage or other types of business shall be permitted. Exceptions can be made for home offices required by an employer or "Home Occupations" conducted solely within the private confines of the unit so long as the insistence or operation of the business activity is not apparent from the outside of the unit, the business activity conforms to all zoning requirements, the business activity does not involve frequent or annoying traffic by persons coming in the unit and the business activity is consistent with the residential character of the properties and does not constitute a nuisance or hazardous or offensive use, nor threaten the security or safety of other residents. The request for a home office or a "Home Occupation" should be reviewed by the Board of Management to assure that it meets all the requirements described above.

No "Home Occupation" may involve heavy equipment or machinery, manufacturing, maintenance and repair, drilling, burning or conversion of any garage or carport into a business office or commercial studio.

No commercial place for the care or treatment of the physically or mentally ill shall be permitted.

Yard sales are permitted, two per year.

15.0 Pets. Owners are restricted to two pets per unit which includes dogs and/or cats.

15.1 Certified service dogs exceeding the weight limit are allowed by law. A certificate of service dog training is required to be kept in the unit homeowner's Association file. Arizona Fair Housing Act/Americans with Disability Act

15.2 Emotional Support Animals must require a letter from a medical doctor or therapist that the emotional support animal helps alleviate the effects of a disability. Included in this letter is his or her license and dated within the current year. Arizona Fair Housing Act/Americans with Disability Act

Pets shall be kept under control by the unit homeowners and shall be registered with the Board as to the breed, and in the case of Dogs, Rabies inoculation status. At the Board's discretion, Pets that may exhibit aggressive behavior or cause a safety issue will be evaluated by the Board and binding recommendations may be made as to corrective action. Owners/guests must place their pet on a leash when walking and clean up after their pets at all times. All pet waste must be taken back to the unit homeowner's condo for disposal, no disposal in

neighboring trash cans, violations will be subject to a \$30.00 fine per incident. No pets are to be staked outside; all pets must be on a leash with their owner. Unit homeowners must make sure their pets do not make excessive noise or become a nuisance. No other animals may be kept on the premises except upon prior permission in writing from the Board of Management. No structure for the care or housing or confinement of any pet shall be maintained so as to be visible from neighboring property. LOHUT Declaration of Restrictions, #5, 1972

A. 15.3 Excessive Dog barking may be a violation of the County Noise Ordinance if the noise disturbance is heard from within the closed confines of your house.

1. The Regulation of Barking Dogs Ordinance instructs MCACC to recommend a mediator, the Maricopa County Sheriff's Office (MCSO), to resolve these disputes.
2. A Noise Violation report should also be submitted to MCSO by the complainant.
3. What You Can Do as the Complainant
  - i. Be sure the dog barking can be heard from inside your home
  - ii. Call MCACC to report a barking dog complaint and MCSO to report a noise violation complaint; be specific (when, how often, etc.)
  - iii. Obtain audio and/or video recordings of the dog barking noise violations (from inside your home) to provide to the MCSO Deputy
  - iv. Speak to your neighbor – they might not be aware of the extent of their dog(s) barking and how it affects others

16.0 Holiday Decorations and Holiday Lights. Must be removed within two weeks after the holiday.

17.0 No Annoyance or Nuisances. No noxious or offensive activity shall be allowed which is a source of annoyance to residents or which interferes with peaceful possession and proper use of the property by its residents. This includes loud noises, loud music or bright lights after 10pm.

18.0 Safety. No materials likely to be a fire hazard may be stored on the premises.

19.0 Sale of the Unit. The Chair must be notified of a pending sale. Unit homeowners will notify the Board of Management of their intent to sell and their intent to put up a "for sale" sign. This process assures that necessary paperwork can be completed and copies of the pertinent

information can be provided to the real estate agent for escrow documents and can be provided to new homeowners. Az. Condo Act 33-1260

**20.0 Licensed and Insured Utility Contractors.** A) Electrical wiring must be done by a qualified electrician and conform to the National Electric Code requirements. B) All water conditioning and dispensing devices attached to pressurized lines within the condo walls shall be installed by qualified technicians. C) All plumbing must be done by a licensed plumber, D) All roofing replacement, repairs and sealing must be performed by licensed roofing contractors.

**21.0 Height Restrictions.** The height of any radio antenna is limited to 6 feet above the roofline.

**22.0 Vehicles.** Motor Vehicles, except commercial motor vehicles, shall be parked in Unit Owner's garage or driveway area as marked for such purpose, including motor vehicles of guests and business invitees of Unit Owners. Additionally, "guest" parking areas at the south end of Dune court and along the wall at the west end of Onyx court will be available for guest parking on a first come first served basis and will be marked as such. No other vehicles may be parked on the Thuncaster property. Parking along the unit owner's patio wall is only allowed with the unit owner's permission. Should unit owners have two cars, one must be parked in the garage and the second car must be parked in the space assigned to that unit.

All other areas not specifically marked for approved parking are considered no parking areas.

No vehicles including without limitation cars, trucks, commercial vehicles, motor homes, mobile homes, trailers (including but not limited to travel trailers, tent trailers and boat trailers) camper shells, detached campers, recreational vehicles, boats, motorcycles, motorbikes, all-terrain vehicles, golf carts and off-road vehicles shall be parked or maintained on any portion of a lot (except in the driveway), in excess of 72 hours within any calendar month. Notwithstanding the foregoing, cars, trucks, passenger vans and golf carts may be parked in garages or driveways at any time without violating this provision. All cars, trucks, passenger vans and golf carts must be parked in garages or driveways after dark. Large trucks or passenger vans that exceed the driveway and intrude into the sidewalk are prohibited.

Vehicles must be well maintained and licensed. Leaking oil or grease causing stains on common element driveways is prohibited. If the driveway is discolored with oil or grease, the homeowner must clean it to the original surface. If this does not happen, the Association can contract with a concrete power washing company to do so at the owner's expense.

The Association shall have the right to have any vehicle parked, kept, maintained, constructed, re-constructed or repaired in violation of this provision towed away at the sole cost and expense of the unit homeowner of the vehicle or equipment. The definition of driveway, and the extension of same, is that it must "match the existing driveway", which subsequently



would disallow paving bricks, concrete or stones as extensions to either side to allow additional off-street parking.

22.1 A fine of \$30.00 per twenty-four hours (24) hr. violation of this rule will be levied after a courtesy call, followed by a written warning if the violation continues whether the property of a guest of that unit homeowner or other occupant of that unit homeowner's condo unit.

All vehicles must be registered, licensed, insured and operable.

No vehicle shall be parked in such a manner as to impede or prevent ready access to fire, police and or emergency vehicles, garages, driveways, egress windows, or other common or private areas. The speed limit of 15 mph on the Association property shall conform to state regulations and all vehicles shall be operated in a safe manner.

23.0 Flags and Flagpoles. The American flag or an official or replica of a flag of the United States army, navy, air force, marine corps or coast guard may be displayed by a unit homeowner on that unit homeowner's property if the American flag or military flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat.810;4 United States Code 4 through10) Other flags allowed are the POW/MIA flag, the Arizona state flag, an Arizona Indian nations flag and the Gadsden flag. Flagpoles shall be standard size and height. No political or religious flags are allowed to fly on the flagpole. No political or religious banners can be installed.

#### 24.0 Signs.

Only temporary signs that advertise "Open House", "Garage Sale, and "Estate Sale or signs approved by the Board of Management shall be permitted on the owner's common elements. Block Watch and Security signs are permitted.

For sale or lease signs offering a property for sale or lease shall be in conformance with the industry standard size sign and must be removed five (5) days after close of escrow.

Political signs are allowed by the unit homeowner. Political signs cannot be displayed earlier than seventy-one days prior to an election and must be removed fifteen (15) days after the general election. If the sign is for a candidate in a primary election who does not advance to the general election, removal must be fifteen (15) days after the primary election. SB1722 Total aggregate of political signs may not exceed nine square feet. Az. Condo Act 33-1261

Association Specific Signs – Unit owners can place "Association specific "political signs on their unit. For example – "Vote for/remove Board member", "vote for/against CC&R amendment. Unit owners can display sign from the date the ballot is provided until three (3) days after the election. Az Condo Act 33-1261



Political Assemblies - Unit owners can peaceably assemble on common elements and may also discuss association business. Members can invite one political candidate or one non-unit owner to speak to an assembly of unit owners about association matters. Unit owners can post notice of the above assemblies on bulletin boards in the common elements. Az Condo Act 33-1261

25.0 Installation of Solar Systems. Before installation of a solar energy system, the following shall be submitted to the Board of Management along with the Architectural Change form.

- Structural engineering drawings on the location and method of installation.
- Work must be done by licensed and bonded electrical contractor.
- A specific warranty on the roof and solar panels with an insurance policy guaranteed by the solar company.
- Copies of building permits required by Maricopa County.
- Copies of Installation Company's workman's comp and liability insurance.
- Solar mechanical boxes, galvanized piping attached to the condo must be painted or otherwise camouflaged to blend in with the condo unit. Az Condo Act 33-1816

26.0 Compliance. Failure to comply with any of the provisions in the "Declaration of Restrictions, establish of the Board of Management and Lien Rights" as recorded 8/17/1971, in Docket 8888, page 978, Bylaws and Rules and Regulations shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Management on behalf of the Thuncaster Association.

27.0 Violating any of the Rules and Regulations. Violations and complaints should be made to the Board of Management in writing; a form can be requested by any Board of Management director. No anonymous complaints will be accepted. A unit homeowner who receives a written notice that the condition of the property owned by the unit homeowner is in violation of a requirement of the condominium documents without regard to whether a monetary penalty is imposed by the notice may provide the association with a written response by sending the response by certified mail within twenty-one (21) calendar days after the date of the notice. The response shall be sent to the address identified in the notice. Az Condo Act 33-1242B

27.1 Within ten business days after the receipt of the certified mail containing the response from the unit homeowner, the association shall respond to the unit homeowner with a written explanation regarding the notice that shall provide at least the following information unless previously provided in the notice of violation:

27.2 The provision of the condominium documents that has allegedly been violated.

27.3 The date of the violation or the date the violation was observed.

27.4 The first and last name of the person or persons who observed the violation.

27.5 The process the unit homeowner must follow to contest the notice. Az Condo Act 33-1242C

28.0 Owner Continues to Violate the CC&R's, Rules and Regulations. If the owner continues to violate the CC&R's, Rules and Regulations the Association will send the owner a demand letter demanding that the owner complies with the CC&R's and Rules and regulations. The Association may take the following action:

28.1 The unit homeowner's file may be transferred to the Thuncaster association attorney with all attorney fees to be placed on the unit homeowners account ledger, or

28.2 A fine of \$100 may be levied against the unit homeowner after the unit homeowner has had an opportunity to address the association.

28.3 The Board of Management has the right to enter upon the property in which, or as to which, such violations exist and abate and remove, at the expense of the unit homeowner, any structure, thing, or condition that may exist contrary to Thuncaster association documents.

28.4 A unit homeowner who has received the demand letter of a violation may appeal the Board of Management's decision. Any request for an appeal shall be in writing and received by the Association in care of the address provided in the initial notice

28.5 Appeal shall be received within in ten (10) days of the date of initial Board of Management demand letter.

28.6 In the event a timely request for a Board of Management hearing is received, any fines will be held in abeyance pending the hearing; lack of success at the hearing will result in all interim fines becoming due and payable.

28.7 The appeal must include all pertinent information supporting the existence of the extenuating circumstance.

28.8 All decisions of the Board of Management are final and may not be further appealed.

28.9 Any fines referenced herein shall be collected pursuant to the association's collection policies and procedures.

## 29.0 Fine Schedule

First Notice: Courtesy letter and/or call.

Second Notice: Formal violation letter.

Third Notice: Hearing offered to owner.

Fourth notice: \$30.00 fine per day for recurring violations that need immediate resolution – parking, landscape violations, garbage cans, sign violations, clutter, etc.

\$50 fine for other continuous violations with a ten-day time frame to correct after courtesy notice – not trimming trees in back courtyards, not maintaining citrus trees in the common area, etc.

\$100 fine – violation needs to be corrected immediately.

Final Notice: File forwarded to attorney for legal action.

- 30.0 Notice of Violation Lien. The Association shall have the right to record with the County Clerk and Recorder's office a written notice of a violation by any unit homeowner who violates any restriction or provision of the Declaration and/or Association rules after all other efforts have been exhausted to bring the violation into compliance or that the property may be sold with the violation still not remedied. The notice shall be executed and acknowledged by an officer of the Association and shall contain, substantially, the following information:

30.1 The name of the unit homeowner

30.2 The legal description of the unit

30.3 A brief description of the violation

30.4 A statement that the notice is being recorded

30.5 A statement of the specific steps which must be taken by the unit owner to cure the violation.

Recording a notice of violation lien shall serve as a notice to the unit homeowner and to any subsequent purchaser of the unit that there is a violation of the provisions of the Declaration and/or Association Bylaws and/or Rules. If, after recording such a notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred in the notice has been cured, the Association shall record a notice of compliance.

- 31.0 ADA Accommodations. Associations are required to allow reasonable accommodations for persons with disabilities, even when such accommodations may violate the association's governing documents. The association may only request that the person fill out a reasonable accommodation request form, which verifies the person indeed does have a disability. It is the disabled unit homeowner's responsibility to both pay for and install/maintain any reasonable modifications. ARS-44-1491

XVI

ASSIGNMENT OF RESPONSIBILITIES

(Board Approval Required – B.A.R.)

ITEM	OTHER	ASSOC.	OWNER
<b>1.DRIVEWAYS AND SIDEWALKS</b>			
A. Driveway repair and maintenance		X	
			X
B. Original front entry landing			X
C. Public sidewalk parallel to street	Maricopa County		
D. All other sidewalks on common property		X	
<b>2. COMMON AREA PLANTINGS, SHRUBS, TREES, LAWNS, ETC. (see note 1)</b>			
A. Citrus tree maintenance (see note 2)			X
B. Common element plantings and trees		X	
C. Limited common elements – courtyards, enclosures. Limited to only the unit owner's use. All repairs, maintenance, water, shrubs, trees. Etc.			X
<b>3. GARBAGE CANS/GARAGE/MAIL SLOTS</b>			
A. Garbage cans and lid sleeves			X
B. Underground lift out garbage cans			X
C. Garage and front door			X
D. Mailbox slot			X
<b>4. WATER AND SEWER SYSTEMS (See note 3)</b>			
A. Repair of water and sewer lines on common elements		X	

ITEM	OTHER	ASSOC.	OWNER
B. Repair of water and sewer lines on limited common elements and under condo slab including garage (interior and courtyard)			X
C. Exterior faucet and shut off valve in common element		X	
<b>5. COURTYARDS – Limited Common Element</b>			
A. Original outside enclosure walls and fences (maintenance, repair and painting)		X	
B. All maintenance of back courtyards			X
C. Inside courtyard block wall painting			X
D. Repair of water/sprinkler lines/bubblers in back courtyards			X
E. All gate repair and maintenance			X
F. Gate painting street view		X	
<b>6. ROOFS/MANSARDS (See note 4)</b>			
A. Roof replacement and repair			X
B. Skylights, antennas, gutters			X
C. Any other owner additions to roof			X
D. Heat pumps and air conditioner maintenance and replacement			X
E. Solar energy systems			X
<b>7. HOUSE EXTERIOR AND EXTERIOR DOORS</b>			
A. Caulking and painting - 8 to 10 years		X	
B. Door replacements facing common area (B.A.R.)			X
C. Security doors/windows (maintenance and painting)			X
D. Replace lit house number fixture		X	
E. New or replacement of exterior light fixture (B.A.R.)			X
F. Maintenance of exterior lights			X

ITEM	OTHER	ASSOC.	OWNER
G. Window replacement and maintenance – must maintain the existing dimensions. No stained glass or other decorative windows allowed. (BAR)			X
<b>8.INSECT CONTROL</b>			
A. Outside spraying, includes garage and courtyard		X	
B. Interior house spraying			X
C. Roof rats or termites		X	
<b>9. ELECTRIC WIRING (See note 5)</b>			
A. Electric supply to meter	APS		
B. Unit wiring from meter into unit			X
C. Nonoriginal exterior electric wiring and fixtures			X
<b>10.SERVICES/UTILITIES PAYMENTS</b>			
A. Water		X	
B. Sewer		X	
C. Trash collection		X	
D. Landscapers		X	
E. Accountant fees for association		X	
F. Cable/phone/computer lines			X
<b>11. BLANKET INSURANCE POLICY</b>			
A. Blanket master policy for external and internal repairs due to fire, water, hail or other natural disasters		X	
B. \$ 20,000.00 deductible on policy			X

Note 1 – Individual unit owners are not authorized to discuss landscaping with the landscapers or their assistants. No outside plantings shall be made by individual unit owners with written board approval.

Note 2. Citrus trees in the owner's courtyard must be kept pruned by the owner; fruit picked up to prevent rodent infestation, and must not touch roofs or hang over into neighbor's roof or patio. The board may have the tree pruned and bill the owner for this service.

Citrus trees on common property are also homeowner's responsibility to be kept pruned and fruit picked up. The board may have the tree pruned and bill the owner for this service or remove the tree.

Note 3. In the event of a water or sewer line pipe break, the location of the break shall determine the responsibility for total cost of repair.

Note 4. Roofs

1.0 All roofs, in their entirety, being part of condo dwelling units, regardless of type, style, conformation or method and material used for sealing, are deemed to be the sole responsibility of the unit owner.

2.0 The term "roof", as used herein, is defined to mean the cover material, type of sealing product and/or adhesive used, substructure sheeting and/or plates used and any other component or structural factor required to fasten and/or secure the roof unit to the trusses or rafters, and all flashing, drains, scuppers, down spouts and other drainage.

Note 5. Any interior re-wiring, plumbing or A/C changes to the interior of the unit that requires a building permit issued by Maricopa County Building Department requires filing of an Architectural Form with the Board of Management. This assures the homeowner is using licensed and bonded technicians to assure safety in the installations.

## XVII

### OPERATING AND MAINTENANCE FUNDS

One the first day of each month the owners of each unit shall pay as directed by the Board of Management the amount necessary to pay for operations. This shall include blanket master policy insurance, water, sewer, trash removal, landscaping, pest control and sprinkler repair. Included in the monthly fee collected will be money for long term maintenance items such as exterior painting, sewer/water line replacement to units from the street and other common element items not ordinarily repaired which the Association is to maintain. The fund shall be segregated from the current maintenance operating fund and used only for purpose intended. If at the end of the budget cycle, there are surplus reserves, they will be allocated to a reserve account.

32.0 Delinquent Accounts. Az Condo Act 33-1255

Assessments are due the 1st of each month.

32.1 Late or nonpayment of assessments. A payment by a homeowner is deemed late if it is unpaid fifteen or more days after the 1st of the month.

The homeowner will be given a courtesy letter notifying them of the late payment and incur 10% of the assessment late fee.

32.2 15th of the second month, (two months overdue). In addition to the 10% late charge, a demand letter will be sent stating in all caps "YOUR ACCOUNT IS DELINQUENT. IF YOU DO NOT BRING YOUR ACCOUNT CURRENT OR MAKE ARRANGEMENTS THAT ARE APPROVED BY THE ASSOCIATION TO BRING YOUR ACCOUNT CURRENT WITHIN THIRTY DAYS AFTER THE DATE OF THIS NOTICE, YOUR ACCOUNT WILL BE TURNED OVER FOR FURTHER COLLECTION PROCEEDINGS. SUCH COLLECTION PROCEEDINGS COULD INCLUDE BRINGING A FORECLOSURE ACTION AGAINST YOUR PROPERTY." The unit homeowner will be responsible for a \$50.00 demand letter processing fee and all attorneys' fees and costs incurred.

32.3 15th of the third month, (three months overdue). Board of Management will authorize an attorney or a collection agency to begin collection activity on behalf of the Association. The delinquent unit homeowner will be responsible for all collection agency fees.

32.4 All condo Associations have the power to place a lien on a unit homeowner's property, if the owner becomes delinquent in paying the monthly assessments or a special assessment. Az Condo Act 33-1256.

33.0 Special Assessments. In addition to the regular monthly assessment, the Board of Management may levy, with a majority vote of the board, applicable to that year only, a SPECIAL ASSESSMENT for the purpose of defraying on whole or part the cost of reconstruction, repair or replacement of a capital improvement upon the common elements that includes paving, wood repair, that cannot be covered by reserves or would leave reserves below 25% of the annual budget. Nonpayment of a special assessment will follow the same process as covered in 31.0 Delinquent accounts.

Every assessment is the personal responsibility of the condo owner who owns the unit when the assessment is due.

34.0 Hardship cases.

In the case a unit homeowner is financially unable to make all or part of their assessments or all or part of a special assessment, the unit homeowner can present their financial situation to the Board of Management and request a payment plan. The Board of Management, with a majority vote of the board, can enter into a payment program with specific terms, timeframes and interest rates (Az. Condo Act 33-1217) based on current CD rates to bring their account current. The Board of Management will handle late payments following the same process as outlined in 31.0 Delinquent accounts.



35.0 Association Financial Records. All financial records of the association shall be made reasonably available for examination by any member or person designated by the member in writing as the member's representative. A unit homeowner can request a Records Request Form from any board member. The association shall not charge a member or any person designated by the member in writing for making material available for review. The association shall have ten (10) business days to provide copies of the requested records. An association may charge a fee for making copies of not more than .15 cents per page. The Association is not required to mail copies to a unit homeowner. The Association is obligated to prepare the copies for pick-up by the unit homeowner. Az Condo Act 33-1258

36. No Rental or Lease:

In the interest of preserving the property values of units, no unit homeowner shall rent or lease such unit for rental income, business, speculative investment or other similar purpose for any period of time.

If a unit is rented/leased at the time of adoption of this provision may continue renting or leasing such unit, except that such right to continue the renting or leasing of the unit shall terminate upon the first to occur of the following events

1. Sale of the unit by the person, who is the owner at the time of adoption of this provision
2. Death of the owner
3. The owner as of the date of adoption of this provision ceases to rent or lease the unit.

XVIII

TRANSFERS

Sale of a unit shall operate as a transfer of the amounts in the several funds from the previous owner to the new owner.

XIX

AMENDMENTS

These rules, regulations, and bylaws may be amended at any special or general meeting of the association or by absentee ballot, mail or email, by a majority vote of those that vote.

The foregoing adopted by the association of this 1st day of May 2023.

CHAIRMAN\_\_\_\_\_

William G. Repensek

Attest:

SECRETARY\_\_\_\_\_

De Terry

THUNCASTER ASSOCIATION

## Appendix A

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THUNCASTER ASSOCIATION