



Las Sendas Community Association

Community Manual

April 2011

Where to Call

Las Sendas Community Association

7900 E. Eagle Crest Drive
Mesa, AZ 85207

Association Office (480) 357-8780

Association Fax (480) 357-7687

Websites www.thetrailhead.org
www.rossmarconnect.com/lasendas

Association Office Hours
Monday-Friday 8 am to 5 pm

Community Patrol (480) 220-1794

Lifestyle Division
(formerly Activities & Banquets) (480) 832-6900

Trailhead Athletic Club (480) 832-6900

Trailhead Athletic Club Fax (480) 830-0966

Trailhead Athletic Club Hours
Monday-Thursday 5 am to 8 pm

Friday 5 am to 7 pm

Saturday 6 am to 5 pm

Sunday 7 am to 5 pm

Pool Hours
6 am to 10 pm

Rossmar & Graham

Customer Care (480) 551-4300

Emergency Assistance Numbers

Police, Fire, Medical Emergency 911

Police Non-Emergency (480) 644-2211

General Interest Numbers

City of Mesa
General Info (480) 644-3770

Gas (480) 644-2221

Water (480) 644-2221

Solid Waste Management (480) 644-2688

Animal Control (480) 644-2268

Parks, East District (480) 644-5300

Library, East Mesa Regional

Mesa Public Schools (480) 472-0000

Las Sendas Elementary School (480) 472-8750

US Post Office
6644 East Broadway Mesa (480) 641-1166

Internet, Cable & Phone Service
Cox (602) 277-1000

Qwest (800) 244-1111

Electricity
SRP (602) 236-8888

Maricopa County Rental Registration Unit
602-372-0717

THE INFORMATION CONTAINED IN THIS COMMUNITY MANUAL APPLIES TO ALL RESIDENTIAL AREAS OF LAS SENDAS.

ALL ARCHITECTURAL AND DESIGN GUIDELINES AND THEIR REQUIREMENTS (FOR CUSTOM HOME AND PRODUCTION HOMES) ARE CONTAINED IN SEPARATE DOCUMENTS THAT SHOULD BE REVIEWED BEFORE UNDERTAKING ANY CONSTRUCTION OR IMPROVEMENTS.

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WELCOME!

Mission Statement: The LSCA mission and responsibility is to assure Las Sendas is the premier Sonoran Desert Uplands community through fair and impartial governance that benefits all residents.

Vision: Las Sendas is the premier Sonoran Desert Uplands community offering the environment and amenities to support an enjoyable and enriching living experience.

You have become part of a very special hillside community. Las Sendas displays the unique beauty of the Arizona Sonoran Desert vegetation and topography. The goal of the Las Sendas Community Association (LSCA or Association) is to help maintain the value and desirability of our community, both now and in the future.

Ultimately, the Association's success depends on the individual homeowners who make up the citizenry of Las Sendas. With your help, the rules and guidelines that contribute to the overall quality of our community will be supported and strengthened. An investment in time and energy is required from each of us to learn about and live up to the special requirements and responsibilities that are a part of ownership in a community of this quality.

Each home is subject to the Declaration of Covenants, Conditions and Restrictions (CC&R's) for Las Sendas, pursuant to which LSCA was formed. The CC&R's establish a number of rules that govern the community's members and the use of common areas. The first purpose of this publication is to provide a general overview of the arrangements made thus far for governing the community, and put some of those rules in a shorter document for ease of reference.

The second purpose of this publication is to acquaint you with the Architectural Review Committee (ARC) and the Architectural Guidelines that the ARC has established. There are two separate Architectural Guideline booklets, not contained in this manual, one for custom homes and one for production homes. The ARC must approve all improvements constructed on private lots in the community.

The material contained in this publication is intended to serve as an overview of the CC&R's, the Design Guidelines, Enforcement Policy, Collection Policy, Rental Policy, Common Area Usage Policy and various other documents. The material is not intended, and should not be relied upon, as a complete description of all of the rules pertinent to any particular lot or home or the common area. **In the event of any conflict between the CC&R's, the Design Guidelines or any other governing document and this booklet, the applicable governing document prevails.**

The CC&R's and Architectural Guidelines may be changed without such changes being reflected in this booklet. Before taking any action relating to your home or lot, please review again all of the specific documents that pertain to your home or lot in order to fully understand your rights and duties as a community member. If needed, staff is available to assist with questions and concerns. The most current versions of all guidelines and policies are available on our website: www.thetrailhead.org

As a member of the Association, the Board of Directors encourages you to register your email address with the Association. Electronic communication is preferred as it is more efficient, timely, and environmentally friendlier than other communication methods.

It is our belief that through combined efforts this unique community will always remain in harmony with its surroundings and hold its high value of living. Again, welcome to Las Sendas!

Sincerely,

The Board of Directors

LAS SENDAS COMMUNITY ASSOCIATION

The Las Sendas Community Association (LSCA or Association) is a nonprofit Arizona corporation created under state law. The Board of Directors sets policy and conducts business on behalf of the Association. As with all corporations, each year the LSCA files an Annual Report with the Arizona Corporation Commission as well as federal and state tax returns.

The Las Sendas Community Association has many functions including: maintaining certain common areas, facilities and amenities, enforcing use restrictions and other community rules, establishing and collecting assessments, and adopting an annual budget to carry out these functions. The Board has hired staff to handle the day-to-day operations of the Association.

MEMBERSHIP

By purchasing a lot or home in Las Sendas, you automatically become a member of the Association. This membership involves rights, privileges and obligations, which are described in the CC&R's, the Articles of Incorporation and the Bylaws. The purpose of the CC&R's and related documents is to protect property values and maintain a desirable quality of life in the community.

BOARD OF DIRECTORS

The Board consists of seven members elected by the residents.

Among other duties and functions, the Board is empowered and directed to:

- Develop the annual budget for the Association.
- Collect assessments due the Association.
- Keep detailed financial records.
- Provide for necessary personnel to operate the Association.
- Enforce the governing documents.
- Appoint committees of the Board and assign to those committees such duties as the Board deems appropriate.
- Provide for the maintenance and regulate the use of the common areas, facilities and amenities of the Association and take other appropriate actions to administer the Association.
- Managing the assets of the Association.
- Build an adequate fund for the repair and replacement of Association assets.
- Obtain adequate insurance for the Association assets.

ASSESSMENTS

Assessments are billed to homeowners on a quarterly basis. They are collected to pay for all Association operations, including building an adequate reserve for repair and replacement of Association assets. If an owner fails to pay their assessment in a timely manner, the Board may impose late fees with interest on the delinquent owner. The owner(s) of the property will also be liable for all attorneys' fees and other costs incurred during the collection process. All such amounts are secured by a lien imposed on each lot by the CC&R's. Among other things, the Association may foreclose the lien against a lot to collect unpaid assessments or related charges. Assessments charged by the Board, for the Association, are in addition to those charged by any neighborhood association having jurisdiction over a portion of Las Sendas.

Special assessments may also be established by the Board, but only for the purpose of defraying the cost of construction, reconstruction, repair or replacement of improvements on common areas of the community (including fixtures and related personal property) or other areas of Association responsibility. Special assessments must be approved by two-thirds of the votes of members present in person or by absentee ballot at a meeting called for that purpose.

In some parts of the community, certain portions of the common areas may be restricted by a Supplemental Declaration for use by a specific group of members. These areas are “Subdivision Common Areas”. As part of its budgeting process, the Board is required to determine the cost to operate and maintain each Subdivision Common Area. The cost is then assessed to the owners entitled to use the particular Subdivision Common Area. The CC&R’s do not place caps on the amounts that may be assessed by the Board for this purpose.

ASSOCIATION INSURANCE

The Association is required to maintain property insurance for its common areas and all other property it owns or controls, as well as general liability coverage for the Association. There will also be liability coverage for the Board, the Architectural Review Committee members, and any other board-appointed committee members. Homeowners are solely responsible for their own property and liability insurance.

LAS SENDAS NEIGHBORHOOD ASSOCIATIONS

Certain neighborhoods within the community include additional amenities for the use and enjoyment of the homeowners living within these specific areas. Neighborhood associations provide for the management and maintenance of these additional amenities.

COMMUNITY PATROL

The purpose of the Patrol is to patrol all of the amenities throughout the community. Patrol staff does not have any law enforcement authority; their primary focus is to observe and report. Residents should call the police first for any police type issues.

Please remember that in any emergency situation the police or fire department should be called for assistance. The Community Patrol can be called upon to check on entry gates, pools and suspicious activity or acts of vandalism within the neighborhoods, parks or other amenities within Las Sendas.

After normal business hours, Community Patrol can be reached by calling (480) 220-1794.

GATES, PEDESTRIAN AND VEHICULAR

People who are walking and biking should use the pedestrian gates for safety and to save wear and tear on the vehicular gates.

The vehicular gates are sensitive machines. Please be patient and allow the gates to open at their programmed speed. Please do not push, pull or hang on the gates. Doing so causes damage, requiring repair service and in turn translates into increased costs to each homeowner.

When exiting a community, please drive up to the gate slowly. Sensors are in the ground that will detect your vehicle and open the gate. When entering a community, there are several options available to open the gates:

- Point your remote at the keypad and push the button. You will hear a tone, the keypad will show the word ‘OPEN’ and the gates will open.
- Use your personal pin code. At the keypad, press the # key and input your four-digit code. Again, you will hear a tone, the keypad will show the word ‘OPEN’ and the gates will open.
- Guests can use the arrow buttons on the keypad to scroll for your name and then press the ‘call’ button. The system will call your house. After answering the phone, press the number ‘9’ on your telephone, you will hear a tone at the gate indicating it is opening, and then you may hang-up. Some newer or cordless phones do not emit a strong tone; in that case, it is suggested you press ‘9’ rapidly 2 or 3 times, once you hear a tone at the gate indicating that it is opening you may then hang up.

- Instead of scrolling for your name, guests may input your lot number into the keypad and the system will call the home. When using the lot number for quick access the ‘#’ is not used.
- When a resident is on the phone or computer (in the case of a dialed internet connection) a guest will not be able to gain access unless there is call waiting option on the home phone service.

Extra keys and gate remotes may be purchased at the Association Office located at the Trailhead Members Club.

LOST AND FOUND

Found items that are turned into the Association Office will be held for 30 days. Feel free to call (480) 357-8780 or stop by the Association Office if you have lost or found something.

MAILBOX LOCKS

All mailboxes within Las Sendas are the responsibility of the Association. There is a charge for replacing the mailbox lock if it is not a natural wear issue.

AUTOMOBILE REPAIR

Except for emergency vehicle repair, no automobile or other motor vehicle may be constructed, reconstructed or repaired on any lot or street within Las Sendas. Any mechanical work to a vehicle may not be conducted outside the confines of the garage. No inoperable vehicle may be stored or parked on a lot, street or common area.

BULLETIN BOARDS

No notices should be posted on the outside of the bulletin boards. All notices posted on the outside of a bulletin board will be removed. Tape damages the Plexiglas and replacement can be expensive. If you wish to post a notice, please bring them to the Association Office so we can post them for you. The bulletin boards are to be used for notices of non-commercial advertisement. Acceptable uses would include babysitting, interest groups, sports activities, parties, lost pets, etc. The boards are not to be used for selling* items such as furniture, cars, sports equipment, etc.

The size of the notices should be no larger than a half sheet of paper (4.25" x 5.5") and the information is to be printed or hand lettered neatly. Community-wide notices by the Association may be 8.5"x 11" if needed for emphasis. The time limit for a notice to be posted is two weeks.

*If you wish to advertise a service or item for sale, you may contact the publisher of the Vision; Valhalla Community Magazines at (480) 634-1708.

WEBSITE - WWW.THETRAILHEAD.ORG

The Las Sendas website is the primary source for the most current community information. Information of the website includes:

- **The Vision Newsletter** – The bi-monthly community newsletter updates residents on Community news, events and activities, local clubs, the Trailhead Athletic Club and much more.
- **Board of Directors** – Shows board objectives, meeting schedules, agendas and meeting minutes.
- **Committees** – Details the various “mandatory”, “standing” and “ad-hoc” committees.
- **CC&R’s / Guidelines** – Under the resources tab; these documents are where you will find all rules and regulations of the community.
- **Trailhead Athletic Club** – For all events, programs and services related to health and fitness.
- **Stay Connected** – This section outlines a calendar and schedule for all adult & youth classes, seasonal programs, special interest clubs, activities and special events. It also has an Association bulletin board for the latest community information.

The Las Sendas website also allows residents to utilize interactive features which include:

- Work order requests.
- Event and activity registration.

CLOTHES DRYING

Outdoor clothes' drying is not allowed.

COMMERCIAL ACTIVITIES

All lots and dwelling units are to be used and improved only for residential purposes, and no trade or business may be conducted in or from a dwelling unit unless:

- The existence or operation of the business activities is not apparent or detectable by sight, sound or smell from the outside of the dwelling unit.
- The business activity conforms to all applicable zoning ordinances or requirements.
- The business activity does not involve door-to-door solicitation of other members of the community.
- The use of the dwelling unit for trade or business shall in no way destroy or be incompatible with the residential character of the dwelling unit or the surrounding neighborhood.
- The trade or business shall be conducted only inside the dwelling unit or inside an accessory building or garage and shall not involve the viewing, purchasing or taking delivery of goods or merchandise at, to, from or in any dwelling unit.
- The trade or business shall be conducted by a resident of the dwelling with no more than one employee working in or from that dwelling who is not a resident thereof.
- No more that 20% of the total floor area of the dwelling unit shall be used for trade of business.
- The dwelling unit used for trade or business shall not be used as a storage facility for a business conducted elsewhere.
- The volume of vehicular or pedestrian traffic or parking generated by such trade or business shall not result in congestion or be in excess of what is customary in a residential neighborhood.
- A trade or business shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use.
- See Section 3.12 of the CC&R's for more information on commercial activities that may take place within a dwelling unit.

NOISE VIOLATIONS

No loud noises shall be permitted on any Lot or Parcel so as to be offensive or detrimental to residents in the vicinity. Noise complaints will be evaluated and dealt with either by Association staff during normal business hours or by the Community Patrol after hours or, when needed, city ordinances will be enforced by City of Mesa Police.

TRASH CONTAINERS

Trash containers shall not be stored where visible from neighboring property. Per City code, the allowed schedule for trash cans to be at the curb is from 6:00 pm the day before pick-up to 6:00 am the day after pick up.

WALKING ON THE GOLF COURSE

Walking on golf cart paths is prohibited. The paths are intended for golf cart traffic. The golf course is owned by a separate private entity not affiliated with the Association and is not part of the Association's common area. Use of, and entry on, the golf course is limited to golf play and related activities by authorized users permitted on the course by its owner or manager, and subject to such rules, regulations and fees as may be adopted by its owner or manager. Homeowners and/or guests who enter a golf course

without permission of the owner or manager of the course may be considered trespassers and prosecuted accordingly.

RENTALS

Owners of rental property must notify the Association with information required by the Rental Policy.

ENFORCEMENT POLICY

All homeowners in violation of the Association's CC&R's, bylaws, guidelines and policies are subject to enforcement of those documents, by a variety of means as stated in those documents; including, but not limited to levying monetary penalties.

APPENDIX A

POLICY ON COLLECTION OF DELINQUENT ACCOUNTS

Pursuant to Article 5 of the Articles of Incorporation of the Las Sendas Community Association (the “LSCA” or the “Association”), the LSCA is responsible for enforcing the Declaration of Covenants, Conditions and Restrictions (CC&R’s).

A. Purpose

Timely payment of assessments, fines and other charges by Owners is extremely important to the financial health and operation of the Association for (1) managing, maintaining, repairing and improving the Areas of Association Responsibility; (2) adopting, administering and enforcing rules and regulations regarding the recreation facilities, health, safety and welfare of Owners and residents within the Property; and (3) the performance and exercise of the rights, duties and obligations of the Association under the Project Documents. The failure of Owners to pay these amounts when due creates a cash flow problem for the Association and disrupts its operations. The Board of Directors of the Association takes very seriously its obligation to enforce the Owners’ obligations to pay assessments, fines and other charges. Therefore, pursuant to the CC&Rs and Title 33 of the Arizona Revised Statutes, the Association through its management, accounting services, attorneys and collection agents shall implement the following policies and procedures.

B. Collection Steps & Procedures—Delinquent Assessments and Related charges and Costs

1. All regular quarterly installments of the Annual Assessment are due on the first day of the calendar quarter to which they relate; all Special Assessments and increases in Annual Assessments are due on the date of payment established by the Board at the time the assessment or increase is made.
2. Billing statements are sent by the accounting firm to Owners at their addresses as shown on the records of the Association. Payment of assessments is required even if a billing statement is not received. Owners are responsible to notify the Association or the accounting firm of any change of address or alternate mailing address.
3. Assessments and related charges that have not been referred to an attorney or collection agent for collection shall be remitted to the Association’s accounting firm or bank (lock box) as directed. Assessments and related charges that have been referred to an attorney or collection agent shall be remitted to the business address of the attorney or collection agent.
4. Owners may not offset payment of their assessments and related charges for any reason. Any assessment or related charge amount not paid shall subject the Owner to collection activities and other actions in accordance with this policy.
5. Returned checks are subject to a twenty-five dollar (\$25) service fee, regardless of the reason for the check not being honored by the issuing bank.
6. Each assessment payment not received by the Association by the fifteenth (15th) day after its due date is delinquent and subject to late fees as established by the Board of Directors from time to time but not to exceed the greater of fifteen dollars or ten percent of the amount of the unpaid assessment. The late fee in effect at the time of adoption of this policy is fifteen dollars (\$15). A late fee will not be charged more than once per delinquent assessment payment. However, additional assessment payments that become delinquent in any subsequent quarter(s) will each be subject to late fees.

7. All interest, late fees, reasonable collection fees, and reasonable attorney fees and costs incurred by the Association in collecting or attempting to collect delinquent assessments (which shall constitute "related charges" as that term is used herein) shall be immediately due and payable and charged to the Owner's ledger account at the time incurred.
8. Delinquent assessments and related fees and charges which are not paid within fifteen (15) days after their respective due dates shall bear interest from the end of such fifteen day period at the rate of twelve percent (12%) per annum.
9. Any monies paid by an Owner on account of a delinquent assessment shall be applied in the following order:
 - a. to any unpaid assessments;
 - b. to any unpaid charges for late payment of the assessments;
 - c. to reasonable collection fees;
 - d. to unpaid attorneys' fees and costs;
 - e. to any other unpaid fees, charges and monetary penalties or interest and late charges on any of these amounts.
10. For assessments still delinquent forty (40) days after the due date, a Notice of Intent to Lien shall be sent to the Owner by regular mail and a reasonable notice fee as determined by the Board from time to time shall be added to the Owner's ledger account at the time incurred. The notice fee in effect at the time of adoption of this policy is forty five dollars (\$45).
11. In the event an Owner has an assessment, related fees or charges which are unpaid forty (40) days after the due date, that Owner's right to vote under the Project Documents shall automatically be suspended and such Owner's right to use the Master Common Area (other than the right of an Owner and such Owner's family, tenants and guests to use any streets which are part of the Common Area for ingress and egress to the Owner's Lot or Parcel) shall automatically be suspended, until such time as all of such Owner's accounts with the Association have been brought current; any suspension of an Owner's right to use the Master Common Area shall also extend to the Lessees and Residents of the Owner's Lot and their guests and invitees.
12. Assessments and related charges which become delinquent more than ninety (90) days shall be reviewed by the Treasurer and the Treasurer shall make a recommendation to the Board at the next following Board meeting regarding further collection action on the account. The Community Manager and accounting firm shall provide to the Treasurer all readily available pertinent information about the account in question, including relevant credit reports, information about the amount of equity which may remain in the property, whether the premises are occupied, and if occupied whether by the Owner or a renter, trustee sale activity, and bankruptcy activity.
13. Accounts with an outstanding balance greater than one thousand dollars (\$1000) shall be referred to a collection agent, small claims suit, or an attorney for collection.
14. In the event an account is referred to a collection agent for collection, a reasonable file processing and referral fee as determined by the Board from time to time, shall be added to the Owner's ledger account at the time the file is referred. The processing and referral fee in effect at the time of adoption of this policy is three hundred dollars (\$300).
15. A foreclosure action may be commenced and maintained against an Owner if an assessment is more than twelve (12) months delinquent or if the amount of delinquent assessments (excluding related charges) exceeds one thousand two hundred dollars (\$1200), whichever occurs first. The Board shall review each Owner account which qualifies for foreclosure on a case by case basis no later than one year after the date on which it becomes qualified for foreclosure, but this requirement does not preclude earlier review and action, nor does it preclude other forms of collection activity.
16. Upon becoming aware that an Owner whose assessment account is delinquent has a contract for sale (including short sale) on the property to which the delinquency relates, the

accounting firm shall, prior to closing of the sale transaction, send a letter to the Owner demanding payment in full of all amounts owed to the Association for delinquent assessments and related charges, or provide other effective disclosure of such outstanding amounts and charges.

C. Collection Steps & Procedures—Fines, Other Charges and Related Costs

1. All fines and related charges and costs levied pursuant to the Enforcement Policy are due on the date established pursuant to the Enforcement Policy.
2. Fines, other charges and related costs (referred to hereafter in this part C as “Amounts Due”) that have not been referred to an attorney or collection agent for collection shall be remitted to the Association’s accounting firm or bank (lock box) as directed. Amounts Due that have been referred to an attorney or collection agent shall be remitted to the business address of the attorney or collection agent.
3. Owners may not offset payment of their Amounts Due for any reason. Any Amounts Due but not paid shall subject the Owner to collection activities and other action in accordance with this policy.
4. Returned checks are subject to a twenty-five dollar (\$25) service fee, regardless of the reason for the check not being honored by the issuing bank.
5. Each Amount Due not received by the Association by the fifteenth (15th) day after its due date, is delinquent and subject to late fees as established by the Board of Directors from time to time but not to exceed the greater of fifteen dollars or ten percent of the Amount Due. The late fee in effect at the time of adoption of this policy is fifteen dollars (\$15).
6. All interest, late fees, and reasonable collection fees incurred by the Association in collecting or attempting to collect delinquent Amounts Due (which shall constitute “related charges” as that term is used herein) shall be immediately due and payable and charged to the Owner’s ledger account at the time incurred.
7. Amounts Due and related charges which are not paid within fifteen days after their respective due dates shall bear interest from the end of such fifteen day period at the rate of twelve percent (12%) per annum.
8. Any monies paid by an Owner on account of a delinquent Amount Due shall be applied first to the principal amount unpaid and then to interest and other charges accrued with respect to such delinquent Amount Due.
9. In the event an Owner has Amounts Due which are unpaid forty (40) days after the due date, that Owner’s right to vote under the Project Documents shall automatically be suspended and such Owner’s right to use the Master Common Area (other than the right of an Owner and such Owner’s family, tenants and guests to use any streets which are part of the Common Area for ingress and egress to the Owner’s Lot or Parcel) shall automatically be suspended, until such time as all of such Owner’s accounts with the Association have been brought current; any suspension of an Owner’s right to use the Master Common Area shall also extend to the Lessees and Residents of the Owner’s Lot and their guests and invitees.
10. Amounts Due which become delinquent more than ninety (90) days shall be reviewed by the Treasurer and the Treasurer shall make a recommendation to the Board at the next following Board meeting regarding further collection action on the account. The Community Manager and accountant shall provide to the Treasurer all readily available pertinent information about the account in question, including relevant credit reports and bankruptcy activity.
11. Accounts with an outstanding balance greater than one thousand dollars (\$1000) shall be referred to a collection agent, small claims suit, or an attorney for collection.
12. In the event an account is referred to a collection agent for collection, a reasonable file processing and referral fee as determined by the Board from time to time, shall be added to the

Owner's ledger account at the time the file is referred. The processing and referral fee in effect at the time of adoption of this policy is three hundred dollars (\$300).

13. If a judgment is obtained against the Owner for any Amount Due, reasonable attorney fees shall be requested, a judgment lien shall be recorded against the Owner's property, and other collection activities may be pursued.
14. Upon becoming aware that an Owner against whom a judgment lien has been recorded has a contract for sale (including short sale) on the property to which the lien relates, the accounting firm shall, prior to closing of the sale transaction, send a letter to the Owner demanding payment in full of all amounts owed to the Association pursuant to the judgment or provide other effective disclosure of such outstanding amounts.

D. Trustee Sales

1. When the Association receives notice of a Trustee Sale concerning a first mortgage on a property which has a current delinquency in the payment of assessments or related charges, and/or other amounts as to which the Association has obtained a judgment lien, the Community Manager may file a claim for excess proceeds in the Trustee Sale through use of a notice of claim form previously approved by counsel; all other collection activity regarding the affected account by the Association may be put on hold status unless otherwise directed by the Treasurer.
2. After the Trustee Sale is completed, the Community Manager shall obtain a copy of the Trustee Sale Deed or otherwise determine the identity of the new owner, and the Association shall bill all future assessments to the new owner of the property.
3. After the Trustee Sale is completed, if any amounts previously delinquent on the account remain unpaid, those amounts may be referred to a collection agent or attorney for collection.
4. If a Trustee Sale relates to any interest other than a first mortgage, promptly after completion of the sale the Community Manager shall send a letter to the new Owner demanding payment in full of all amounts owed to the Association which are secured by the lien(s).
5. The Board shall receive quarterly from the accounting firm or the Community Manager a report summarizing the results of Trustee Sales which occurred in the previous quarter.

E. Bankruptcy

If the Association becomes aware that an Owner who has delinquent assessments, fines, other charges, or related costs has declared bankruptcy or had bankruptcy proceedings initiated against them, the Board will review the bankruptcy information, along with any information relating to the Owner's delinquency, and will make a determination, in its discretion, as to whether to pursue collection.

F. Foreclosure Actions by Association

1. When the conditions of B (15) have been met, and if authorized by the Board, the Association may commence a lawsuit in Superior Court seeking a judgment of foreclosure.
2. In the discretion of the Board, the Association may submit a bid for the property in any foreclosure sale which results from the foreclosure action, and may purchase, acquire, hold, lease, mortgage and convey any and all property purchased at such a sale.

G. Bad Debts/Accounting

1. The Association shall establish a reserve for delinquent assessments and related charges and shall charge against the reserve all assessments and related charges which are more than one hundred fifty (150) days delinquent.
2. The Board shall monitor activity in this reserve account at least quarterly in order to maintain the reserve at an adequate level.
3. No later than September of each year the Board shall consider an increase in the Annual Assessment for that year as needed to offset any cash flow deficiencies caused by uncollected assessments and related charges.
4. All amounts deemed uncollectible due to bankruptcy shall be written off whenever effectively discharged in the bankruptcy proceeding.
5. The Association shall establish a reserve for delinquent fines and related charges and shall charge against the reserve all fines and related charges which are more than one hundred fifty (150) days delinquent.
6. When delinquent accounts are referred to a collection agent for collection which have not theretofore incurred a charge against the reserve, an amount shall be charged against the reserve equal to the amount the collection agent, pursuant to the terms of its agreement with the Association, will be entitled if successful to retain from the proceeds of collection.
7. Amounts charged against the reserve which are subsequently collected shall be credited to the reserve.

H. Miscellaneous

1. Definitions: As used herein, the term Owner and each other term defined in the CC&Rs shall have the meanings set forth in the CC&Rs; all references to days herein shall mean calendar days.
2. Notwithstanding the other provisions of this Policy, the Association may utilize any means or combination of means available to collect delinquent assessments, fines, other charges and related costs, including but not limited to the following, either concurrently or sequentially, and in no specific sequence:
 - a) Engaging an attorney and/or collection agency;
 - b) Small claims, magistrate or superior court suit for money judgment;
 - c) Suspend Owner's voting rights;
 - d) Suspend right to use the Master Common Areas;
 - e) Recording notices with the County Recorder;
 - f) Foreclosure.

Notwithstanding the other provisions of this Policy, the Board of Directors retains full discretion to make business decisions regarding the collections and collectability of accounts and their compromise or settlement.

3. Payment plans may be accepted, subject to the following conditions:
 - a. Payments made without benefit of a written payment plan will not be construed as being a part of a payment plan and collection activity may be initiated in accordance with the Collection Policy;
 - b. Late charges as provided in the Collection Policy shall not be applied during the term of the payment plan so long as payments are received in accordance with the plan;
 - c. To begin a payment plan, an Owner shall make a good faith payment in the amount of one quarterly assessment payment; and

- d. Upon default under the payment plan, the Owner's delinquent account may be referred to a collection agent, small claims litigation or an attorney for collection with no further notice to the defaulting Owner.
4. Once a delinquent account has been referred to an attorney or collection agent, all future correspondence and contact with the Owner relating to the delinquency shall be handled by the attorney or collection agent until the delinquency is resolved. Neither the Community Manager, the accounting firm, nor any Association Officer or director shall discuss the collection of the account directly with an Owner or an Owner's representative after the account has been turned over for collection to an attorney or collection agent unless the attorney or the collection agent is present or has consented to the contact. The Community Manager shall pay the attorney or collection agent their usual and customary charges for their representation of the Association under the then-current fee schedule or contractual arrangement with the Association, together with all reimbursable costs chargeable thereunder, including but not limited to fees and charges for filing, service of process, messenger services, credit reports, and title reports, promptly upon receipt of the monthly invoice.

APPENDIX B

POLICY RESOLUTION NUMBER 1

Enforcement Policy

WHEREAS, Article 9, Section 9.1, Enforcement, of the Declaration of Covenants, Conditions and Restrictions for Las Sendas gives the Association the right to enforce the Project Documents in any manner provided for in the Project Documents or by law or in equity:

AND WHEREAS, it is the intent of the Board of Directors to have rules that provide for good neighbor policy and that promote harmony within the community;

NOW, THEREFORE, BE IT RESOLVED THAT the following is adopted:

A. Enforcement Policy

Pursuant to Article 5 of the Articles of Incorporation of the Las Sendas Community Association (the "LSCA" or the "Association"), the LSCA is responsible for enforcing the Declaration of Covenants, Conditions and Restrictions (CC&R's).

One of the reasons we all chose to live in Las Sendas was its natural desert beauty and well planned and managed appearance. The goal of the LSCA is to protect, preserve and enhance the value of the Las Sendas Community.

Upon purchasing in Las Sendas, each purchaser in effect entered into a contract with the LSCA and all of the other owners in Las Sendas to abide by the rules of the Community in order to maintain the integrity of the Community.

The LSCA is charged with insuring that the residents comply with the rules and restrictions as set forth in the governing documents and in accordance with Arizona State Law.

The Enforcement Policy, outlined below, is based on mutual respect between the LSCA and the Members in Las Sendas as follows:

- Respect for Members who agreed to comply with the CC&R's and the community and Architectural Guidelines and expect others to do so;
- Respect for Members affected by specific violations of the community and Architectural Guidelines and;
- Respect for Members who are in violation of the community and Architectural Guidelines and sincerely desire to cure the violation(s) but;
- Intolerant of Members who do not intend to comply.

In accordance with its legal rights and obligations, the LSCA has established the procedures and penalties, set forth below, to address violations of the CC&R's.

1. **"Identification of Violation(s)"** Violations of the CC&R's and Las Sendas Community Manual & Guidelines may be identified by the LSCA management staff or by a Member. If a Member is reporting a violation, the report must be made in writing to the Compliance Coordinator and should include as much specificity as possible including, where applicable, physical evidence such as photographs or sound

recordings. Prior to notifying the alleged violator, the Compliance Coordinator and/or other staff will attempt to verify the violation.

2. **“Friendly Reminder”** In most cases, the first notification to a Member of their violation of the CC&R’s will be by means of a **“Friendly Reminder”** letter sent to both the property address as well as the Member’s address on file with the Association if they are different. It is the duty of the Member to keep the Association informed of his/her current mailing address, and in any event the Member will be held responsible for the cure of any violation notwithstanding any failure to do so. This letter should state a compliance deadline ten (10) days from the date of the “friendly reminder” letter. The LSCA Manager or Compliance Coordinator will issue the letter via regular mail.

3. **“Notice of Violation(s)”** If, within ten (10) days of the date of the **“Friendly Reminder”**, compliance is not obtained or a reasonable corrective action plan and schedule is not provided to the LSCA Manager or Compliance Coordinator, a **“Notice of Violation(s)”** letter shall be sent by mail to the property address as well as the Member’s current address on file with the Association if they are different. The letter shall specify the facts relevant to the violation, as well as photographs and any other documentation as deemed appropriate by the LSCA Manager or Compliance Coordinator. The letter states that failure to comply or failure to schedule a “Friendly Meeting” by telephone or a “Formal Meeting” in writing with the LSCA Manager, Compliance Coordinator, or other appropriate personnel, to provide a reasonable corrective action plan that will lead to curing the violation within ten (10) days, will result in the imposition of fines and/or other remedies. The objective of the “Friendly Meeting” is to cure the violation without the need for a “Formal Hearing”. The Compliance Coordinator may also attempt to initiate a meeting with the Member within the cure period, but that does not relieve the Member from the obligation to do so. If the Member is leasing the property, the LSCA may provide a copy of the **Notice of Violation(s)** to the Member’s tenant if known although it should be clear that the Member is responsible for the actions of his/her tenants. *At the LSCA Manager’s or Compliance Coordinator’s discretion, the process may begin with the Notice of Violation, bypassing the Friendly Reminder. All Fire Lane and cul-de-sac parking violations shall begin with a “Notice of Violation”.*

4. **“Definitions”**

Days – Days shall mean calendar days.

Recurring Violation(s) – A violation that is a repeat within a six month period of time of a violation for which a Friendly Reminder or Notice of Violation has been sent.

5. **“Hearing Request”** Any Member who receives a Notice of Violation has the right to request a Hearing regarding the matter. The request for the Hearing must be in writing addressed to the LSCA Manager or Compliance Coordinator at the address specified in the Notice of Violation and must be received by the LSCA within ten (10) business days after the date of the Notice of Violation. The Hearing Request must specify the reason(s) a Hearing is being requested, and if desired, may contain a request that all or some of the following additional information regarding the violation be provided by the Association if not already contained in the Notice of Violation:

- a) The nature of the alleged violation(s);
- b) The date and time of the violation;
- c) The provision of the community documents that has allegedly been violated;
- d) The first and last names of the person or persons who observed the violation;
- e) The process the Member must follow to contest the Notice of Violation.

Within ten (10) business days of receipt of a Hearing Request, the Association shall provide the Member written notice containing the date, time and place the Hearing is scheduled to occur. The Hearing date shall not be less than five days after the date of the Hearing response notice from the Association.

Failure of the Member to request a Hearing in the manner provided above within the prescribed time limit, or failure of the Member to appear and present his or her evidence or arguments at the Hearing shall constitute a waiver of the opportunity for such hearing and will allow the LSCA to impose fines, other sanctions and/or engage in corrective action.

6. **“Hearing”** If requested in accordance with (5) above, The Board of Directors or the Board’s designee(s) including at least one member of the Board of Directors (the “Hearing Tribunal”) shall hold a Hearing in accordance with the following procedure:

- a) The Hearing may be in Executive Session to the extent permitted by law;
- b) The Member will be given reasonable time to address the Hearing Tribunal;
- c) The LSCA staff or other aggrieved Member(s) and the Member will be provided the opportunity to produce any statements, evidence, witnesses or arguments;
- d) At the conclusion of the Hearing, all parties will be excused and the Hearing Tribunal will deliberate and determine a course of action;
- e) The minutes of the session shall contain the results of the Hearing and any action;
- f) The Hearing Tribunal will send a written notice to the Member with the violation setting forth its ruling;
- g) If the ruling includes the imposition of fines or other monetary penalties, the Member with the violation shall be advised that any such amount, which is not paid within fifteen (15) days of its due date, is delinquent and subject to late fees not to exceed the greater of fifteen dollars or ten percent of the amount of the unpaid fines and penalties;
- h) If the ruling includes action in addition to fines, such as towing of a vehicle or removal of trash cans, or other self help, the Member with the violation shall be so informed;
- i) The Association will pursue the collection of fines, penalties, and other costs incurred in pursuing compliance;
- j) The ruling of the Hearing Tribunal shall be final.

7. **“Fine Letter”** If, after ten (10) days of the date of a **“Notice of Violation”**, compliance has not been met, a **“Fine Letter”** shall be sent by mail to the property address as well as the Member’s current address on file with the Association if they are different. The letter will state that a fine has been assessed and will continue to be applied until the violation is cured.

8. **“Recurring Violation”** In the case of a recurring violation, the next letter in the series of letters will be sent if a repeat violation occurs with a six (6) month period. The letter will be sent to the property address as well as the Member’s current address on file with the Association if the addresses are different.

9. **“Schedule of Fines”** No fine shall be assessed until the Member has been given a written **“Notice of Violation(s)”**, as outlined above, and has had an opportunity to request a Hearing as described above. If a Member requests a hearing, no fine will be assessed until after the hearing is completed. Monetary fines for violations of the governing documents of the LSCA are attached to this Enforcement Policy.

10. **“Other Penalties and Costs”** In addition to Fines, the Association reserves the right to assess other penalties and costs to the Member as permitted by the Association documents.

11. **“Late Payment Charges”** Any fine, monetary penalty or costs not paid within fifteen (15) days of its due date, is delinquent and subject to late fees not to exceed the greater of fifteen dollars or ten percent of the amount of the unpaid fines and penalties.

12. **“Cure of Violation During Enforcement”** A Member may correct or eliminate a violation at any time during the pendency of any procedure set forth in the Enforcement Policy. Upon verification, by the LSCA Manager or the Compliance Coordinator that the violation has been corrected, the **“Notice of Violation”** will be deemed satisfied. The Member will, however, remain liable for all costs and fines under this Enforcement Policy, which were assessed while the violation was ongoing, unless and to the extent waived by the Association.

13. **“Self Help”** In addition to the above, the Board may exercise the Association’s right to “Self Help” and have lots and residences landscaped, cleaned and repaired, as required, if any of the following conditions occurs:

- A. Any lot or residence is so maintained as to be unsanitary, unsightly or dangerous;
- B. Any lot or residence substantially detracts from the quality or appearance of other lots or residences in the area;
- C. Any lot that is being used in a manner that violates the CC&R’s.

In the event that “Self Help” is exercised, the Member shall be charged for such work.

14. **“Other Remedies”** Notwithstanding the above, the LSCA may seek any means available to gain compliance or collection of fines including but not limited to:

- a) Engaging a collection agency;
- b) Seeking injunctive relief;
- c) Use of small claims or magistrate court;
- d) Initiating self-help to correct the problem with the Member responsible for all costs incurred by the LSCA;
- e) Suspend Member’s voting rights;
- f) Suspension of access to LSCA amenities;
- g) Recording the property violation with the County Recorder.

B. Schedule of Fines to be included as an attachment to the Enforcement Policy

This Schedule of Fines applies to all properties in Las Sendas. No fines will be levied if the violation is cured within ten days of LSCA issuing a **“Notice of Violation”** letter. Any fines imposed by the LSCA shall be implemented according to the Las Sendas Enforcement Policy.

Fines

Fire Lane Parking and parking within a radius of fifty-five feet (55’) from the center of a cul-de-sac shall be assessed at \$50 per day or occurrence until the violation is cured.

Parking	Fine
1. Street Parking – overnight	\$15 per day
2. Fire Lane Parking	\$50 per day
3. Parking inside a 55’ radius from the center of a cul-de-sac	\$50 per day
4. Parking on non-paved area	\$15 per day
5. Inoperable vehicle in driveway	\$15 per day
6. Boat, RV, trailer, commercial vehicles, etc.	\$15 per day

- 7. Unauthorized parking in driveways \$15 per day
- Recurring parking violations \$50 per day
- Waivers require approval from the Architectural Review Committee

Landscaping and Home Maintenance

- 1. No plan submitted, work in progress \$15 per day until plans submitted
- 2. Unkempt yard, wall or structure \$15 per day until cleanup completed
- 3. Painting degradation \$15 per day until painting completed
- 4. Structures not maintained, clean, neat & attractive \$15 per day until remedied
- 5. Infectious plant diseases or noxious insects \$15 per day until remedied
- 6. Tree or shrub encroachment on sidewalks or street \$15 per day until remedied
- Recurring maintenance \$50 per day until remedied

Modifications

- 1. Additions/alterations to home without approval \$25 per day until plans are submitted
- 2. All other changes to yard without approval \$25 per day
- 3. Temporary building without approval \$25 per day
- 4. Construction nuisances \$25 per day
- 5. Placement of antennas without approval \$25 per day
- 6. Above ground utility service \$25 per day
- 7. Signs erected without approval \$25 per day
- 8. Play or sporting equipment without approval \$25 per day
- 9. Visible clothes drying facilities \$25 per day
- 10. Obstruction of drainage \$25per day

Common Areas

- 1. Non-removal of animal droppings \$15 per occurrence
- 2. Animal not on leash \$15 per occurrence
- 3. Dumping on common areas \$50 plus repair/replace cost
- 4. Operating recreational vehicles in common areas \$100 per occurrence
- 5. Speeding on Las Sendas private streets \$25 per occurrence
- 6. Damage to property or landscape \$100 plus Association's repair/replace cost

Trash

- 1. Leaving can out on non-pickup days \$15 per day
- Recurring trash can violations \$50 per day

Nuisances

- 1. Barking Dog \$15 per occurrence
- 2. Excessive noise coming from home i.e. stereo \$15 per occurrence
- 3. Business activity not consistent with the residential character of Las Sendas \$15 per day
- 4. Operation of equipment or machinery not needed for construction or maintenance \$15 per day

This Policy Resolution 1 is adopted as amended the 29th day of March, 2011 by the LSCA Board of Directors.

APPENDIX C

POLICY RESOLUTION NUMBER 2

Parking Policy

WHEREAS, Article 5, Section 5.3, The Association Rules, of the Declaration of Covenants, Conditions and Restrictions for Las Sendas authorizes the Board of Directors of the Association to establish and promulgate rules and regulations;

AND WHEREAS, it is the intent of the Board of Directors to have rules that provide for good neighbor policy and that promote harmony within the community;

NOW, THEREFORE, BE IT RESOLVED THAT the following shall apply:

A. Parking Policy

It is the intent of the CC&R section 3.17 to restrict on-street parking of vehicles. Vehicles are to be parked in garages to the maximum extent possible.

No parking is allowed in marked "Fire Lanes" or within a radius of fifty-five feet (55') from the center of a cul-de-sac and is subject to immediate towing. Vehicles of owners and guests of owners parked in a fire lane or cul-de-sac may be reported to the City of Mesa Fire Department for additional enforcement. Parking on streets within Las Sendas is prohibited, except as follows:

1. Where a Member's driveway and garage cannot accommodate all of the vehicles of the guests of a Member, Lessee or other Resident, overflow on-street parking in Las Sendas on a temporary basis is permitted. Overflow parking is permitted for up to 72 hours in a 7 day period. Authorization from the ARC must be obtained by the Member if the guest's vehicle is expected to exceed the allowed period for temporary parking. If no authorization is given, the Lot of the Member that is hosting the guest will be cited for a violation subject to the enforcement policy.

2. Las Sendas Members may not park their vehicles on the street unless a waiver has been obtained from the ARC or its designee. A waiver will be granted only if the following criteria are met:

a. A demonstrable medical condition or physical disability exists that requires parking on a street.

b. A temporary waiver may be granted during construction that renders parking in the garage or driveway impracticable.

c. Recreational vehicles, motor homes, trailers, boats and similar vehicles owned or leased by a Member, Lessee or Resident, must be parked in the street as close to that Member's Lot as possible only for the purpose of loading or unloading and not for temporary storage. In no event may such a vehicle be parked in the street for more than 24 hours within a 48 hour period. This approval is subject to the following stipulations and will only remain in effect for the resident while occupying the specified address and is not transferable.

- RV/trailer/boat may not be parked in a fire lane or cul-de-sac.

- RV/trailer/boat may not be parked in front of a fire hydrant or neighbor's driveway.

To be granted a waiver, a Member must apply, in writing, to the ARC. If a waiver is granted by the ARC or its designee, the license plate number of the vehicle submitted must be on file at the Las Sendas office to verify compliance. The Member will be issued a tag identifying the vehicle as having been granted a waiver. This tag must be displayed with the vehicle so that it is easily visible at all times when parked in Las Sendas. Temporary waivers for medical conditions or construction will be granted for the least amount of time to be determined by the ARC or its designee based on evaluation of the circumstances presented by the Member. Proper documentation supporting the waiver must be provided by the Member.

3. No commercial vehicles shall be parked so as to be visible from a neighboring property, common area, or the street. Commercial vehicles are not permitted to park on streets or in driveways in Las Sendas with the following exceptions:

a. While work is being done to a home, vehicles owned by the contractor may be parked on the streets first using all space available in front of the home where the work is being done between the hours of 6:00AM and 7:00 PM. For parking of commercial vehicles out of compliance with this requirement, the Lot of the Member where work is being done will be cited for a violation subject to the enforcement policy.

b. While work is being done to Las Sendas common property, vehicles owned by a Las Sendas contractor may be parked on the streets first using all space adjacent to the areas where work is being done during working hours.

c. Vehicles owned by LSCA may be parked in the streets as needed for the conduct of LSCA business.

d. ARS section 33-1802 exempts certain vehicles required to be available at designated periods at the person's residence as a condition of the person's employment. Specifically:

1. The resident is employed by a public service corporation that is regulated by the corporation commission or a municipal utility and the public service corporation or municipal utility is required to prepare for emergency deployments of personnel and equipment for repair or maintenance of natural gas, electrical, telecommunications (not including commercial radio service) or water infrastructure, the vehicle has a gross vehicle weight rating of twenty thousand pounds or less and is owned or operated by the public service corporation or municipal utility and the vehicle bears an official emblem or other visible designation of the public service corporation or municipal utility.

2. The resident is employed by a public safety agency, including police or fire service for a federal, state, local or tribal agency or a private fire service provider or an ambulance service provider that is regulated pursuant to Arizona Revised Statute title 36, chapter 21.1, and the vehicle has a gross vehicle weight rating of ten thousand pounds or less and bears an official emblem or other visible designation of that agency.

A commercial vehicle is defined as any vehicle or trailer that contains a design or lettering that advertises a commercial enterprise or that has any appliances on it that assists in a commercial

enterprise. Appliances include, but are not limited to pumps, tanks, ladders, tool racks, storage racks, lifts, carrying cages, and frames. All violations will be noted against the Member who owns the residence in front of which the vehicle(s) is parked.

4. Where on-street parking is allowed under the above conditions, on-street parking must first use all space available adjacent to the Member's property.

Garages situated on Residential Lots shall be used only for the parking of vehicles and shall not be used or converted for living or recreational activities without prior written approval of the ARC. Garages may be used for storage of material so long as the storage of material does not restrict the use of garages for parking of motor vehicles. (Refer to CC&R section 3.21.) Parking on driveways outside of garages within Las Sendas is prohibited, except as follows.

1. Motor vehicles owned or leased by a Member, Lessee or Resident must be parked in the garage of the Residential Unit unless there is insufficient space within the garage for the parking of the vehicles. Subject to the foregoing, to the extent there is insufficient space in the garage, parking is permitted in the driveway provided that the vehicle does not exceed 7 feet in height and 18 feet in length, and is not a commercial vehicle.

2. Temporary parking for up to 12 hours; but no overnight parking is allowed (defined as parking from midnight to 6:00AM).

3. Pick-up trucks that are not commercial vehicles such as the double cab/full load size bed type shall be permitted to park on driveways if unable to fit inside the garage provided they do not exceed 7 feet in height and 18 feet in length.

4. Recreational vehicles, motor homes and similar vehicles owned or leased by a Member, Lessee, Resident, or guest which exceed 7 feet in height and/or exceed 18 feet in length may be parked in the driveway on a Lot only for the purpose of loading or unloading and not for temporary storage. In no event may such a vehicle be parked in the driveway for more than 24 consecutive hours or for more than 72 hours within any (7) day period. If the driveway configuration does not accommodate the vehicle, refer to the above section 2 (c).

No motor vehicle shall be constructed, reconstructed or repaired on any Residential Lot, Residential Parcel, or Common Areas in such a manner as to be visible from neighboring property. No inoperable vehicle may be stored or parked on any Residential Lot, Residential Parcel, or Common Area. Exceptions include vehicles awaiting immediate repair (e.g., repair of tires, awaiting towing services, repair of windshields).

No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer, boat, recreational vehicle, or other similar equipment may be parked, kept or stored on any Residential Lot or Common area without written approval of the ARC.

Violations of the Las Sendas Parking Policy are subject to the Las Sendas Enforcement Policy. Additionally CC&R section 3.18 also provides for towing of vehicles that violate the Las Sendas Parking Policy restrictions. Any expenses will be paid by the Member.

This Policy Resolution 2 is adopted as amended the 29th day of March, 2011 by the LSCA Board of Directors.

APPENDIX D

POLICY RESOLUTION NUMBER 3

Rental Policy

A. Rental Policy

It is the policy of the Association that all lessees of Residential Lots in Las Sendas be registered with the Association, that Owners and Lessees comply with all state, county and city statutes and ordinances applicable to rental properties, and that leases of Residential Lots in Las Sendas meet certain minimum conditions as listed below.

Rentals at Las Sendas are governed by city, county and state statutes and ordinances including:

- A.R.S. 33-1901 and 33-1902 requiring that certain information be recorded with the Maricopa County assessor.
- City of Mesa Ordinance 4841 (Rental of Real Property).
- Violation of any of these statutes and ordinances also constitutes a violation of CC&Rs Section 9.10.2.

Effective September 1, 2009, Leases (and Lease extensions or renewals entered into from that date) of Residential Lots in Las Sendas must comply with the following rules:

1. All new Leases of Residential Lots must be for a term of no less than 6 months (does not apply to extensions or renewals).
2. For all Leases the following Information must be provided by the Owner to the Association:
 - a. A fully executed copy of the lease, extension or renewal which includes
 - i. A provision requiring the Lessee to comply with the LSCA governing documents (only required for new Leases after September 1, 2009).
 - ii. The Crime and Drug Free lease addendum contained in the City of Mesa Police Department Crime Free Multi-Housing Program.
 - b. A Rental Property Information Sheet (form attached) with complete information on Owner and Lessee.
 - c. A copy of the information required to be recorded with the Maricopa County assessor, as set forth in A.R.S. 33-1901 and 33-1902.
3. All Owners of Residential Lots having Leases entered into prior to September 1, 2009 and continuing in effect on September 1, 2009 shall deliver the information, listed in Section 3 above, to the Association office by November 1, 2009.
4. Each time rental status of a Lot or any other information contained in the form described in Section 2 (b) changes, the Owner shall deliver to the Association office an updated Rental Property Information Sheet within thirty (30) days after the change.
5. Separate information listed in Section 3 above must be submitted by an Owner with respect to each separate Residential Lot being rented.
6. Failure to provide the above-listed information and updates in a timely manner shall subject the Owner to sanctions under the CC&Rs and Enforcement Policy including fines.

7. Owners are reminded that pursuant to the CC&Rs, Section 4.1.2, they lose their right, associated with the specific lot, to use the Master Common Area while the lot is being leased until the termination or expiration of such lease. Lessees are only entitled to use the Master Common Area during the term of the lease. Owners are responsible for retrieving any gate clickers, access cards, and keys to the Common Area from the Lessees at the end of the lease.
8. While not required by the CC&Rs or under this Rental Policy, Owners renting their Lots may want to consider conducting background checks on prospective Lessees.

This Policy Resolution 3 was adopted the 29th day of August, 2009 by the LSCA Board of Directors.

**LAS SENDAS COMMUNITY ASSOCIATION
Rental Property Information**

Please note that you need to complete and return the form *only* if you are renting your property. An information form needs to be completed on every Las Sendas home that you rent.

Property Parcel/Lot: _____

Property Address: _____

Property Owner's Name: _____

Property Owner's Mailing Address: _____

Property Owner's Day Telephone: _____

Property Owner's E Mail Address: _____

Does Property Owner reside at another property in Las Sendas? Y N

Lessee's Name: _____

Lessee's Telephone Home: _____ Work: _____

Lessee's vehicle(s) information including make, model and license plate number(s): (Optional)

Term of Lease (Dates): _____

I certify the following:

- I am in compliance with the City of Mesa Ordinance, Maricopa County Ordinance, and Arizona Statutes governing rental property.
- If this is a new Lease with a term beginning after August 31, 2009, my rental agreement with my Lessee requires compliance with the LSCA CC&R's and Architectural Guidelines
- Copies of the LSCA CC&R's and Architectural Guidelines have been provided to my Lessee.
- If this is a new Lease with a term beginning after August 31, 2009, my rental agreement with my Lessee requires compliance with the Crime and Drug Free lease addendum contained in the City of Mesa Police Department Crime Free Multi-Housing Program.

Signature: _____

Date: _____

APPENDIX E

POLICY RESOLUTION NUMBER 4

Hearing Tribunal Structure/Procedures Policy

- I. Hearing Tribunal Structure/Procedures Policy
 - A. Purpose: The Tribunal is established by the Board for the purpose of holding hearings for Members who timely request, in writing, to be heard and present their position regarding the pending enforcement action.
 - B. Structure: The Tribunal shall consist of an odd number of members, with a minimum of five (5) unless the full Board acts as the Tribunal, and shall include at least one (1) member of the Board. One member shall be designated by the Board as the Tribunal Chairman along with one member designated by the Board as the alternate Chairman. The Board may select members of the Tribunal from the Board and from Members of the Association who (i) are in good standing with the Association (ii) reside in Las Sendas and (iii) have submitted an application volunteering to serve on the Tribunal.
 1. Tribunal members shall be appointed at regular meetings of the Board.
 2. Tribunal members serve at the pleasure of the Board.
 - C. Administrative Support: Administrative support shall be provided by the Compliance Coordinator who shall provide all materials requested or as necessary for the Hearing. Members are entitled to any and all disclosures for the Hearing in accordance with Arizona Revised Statute 33-1803.D. A summary of the proceedings shall be recorded.
 - D. Insurance Coverage: The Association shall extend its D&O Insurance coverage to all Tribunal members.
 - E. Code of Conduct: Tribunal members who have not done so already shall review the code of conduct for the Board of Directors and sign an undertaking to abide by that code with respect to Hearing Tribunal activity. A Tribunal member shall recuse himself/herself if he/she has a conflict of interest with respect to the matter to be heard.
 - F. Notices and Continuances:
 1. The request for the Hearing must be in writing addressed to the LSCA Manager or Compliance Coordinator at the address specified in the Notice of Violation and must be received by the LSCA Manager or Compliance Coordinator within ten (10) business days after the date of the Notice of Violation. If such a request is received from the Member, the LSCA Manager or Compliance Coordinator will send a Notice of the Hearing, including the requirement that any written material must be received by the Tribunal no later than seven (7) days prior to the Hearing to be considered by the Tribunal, to the Member and to any aggrieved residents who have requested in writing or via e-mail to attend the Hearing. An aggrieved resident is defined as any LSCA Member(s) affected by the violations(s) for which the Hearing is being conducted.
 2. Requests for rescheduling must be for good cause, as determined by the Tribunal Chairman, and must be made no later than three (3) days prior to the Hearing. Should an emergency occur within this three (3) day period, the Member must notify the LSCA Manager or Compliance Coordinator. If no timely rescheduling request is made, the Hearing time will not be changed.

Only one such reschedule will be granted. Any aggrieved residents who have requested in writing or via e-mail to attend will be notified in a timely manner that the Hearing has been rescheduled. The LSCA Manager or Compliance Coordinator will send a notice of the time of the rescheduled Hearing to the Member and any aggrieved residents who have requested in writing or via-e-mail to attend.

3. The posted notice for the Hearing will contain a statement advising “aggrieved residents who want to be heard should contact the LSCA Manager or Compliance Coordinator.”
4. The Member or the Member’s representative must attend the Hearing on the scheduled or rescheduled date or will be considered in default and the Hearing may proceed in absentia.

G. Hearing Procedure: Hearing procedures shall be in accordance with the LSCA Enforcement Policy.

1. The Hearing will be in open session, but under certain circumstances, to the extent permitted by law, including Arizona Revised Statute 33-1804.A.3, a closed session may be allowed.
2. The Member shall be allowed to be represented by another party designated by the Member.
3. The Member and aggrieved residents will be given a reasonable period of time to address the Tribunal. The Tribunal members will define the reasonable period of time.
4. The general sequence of the Hearing subject to modification by the Tribunal will follow the below general outline:
 - a. A member of the LSCA staff or ARC will present facts associated with the violation(s) for which the Hearing is being conducted including a timeline of events associated with the violation.
 - b. The Member will address the Tribunal in his/her defense.
 - c. Aggrieved residents in attendance, who have requested in advance, in writing or by e-mail to attend the Hearing and want to make a statement, produce evidence, or make arguments, will address the Tribunal. If the Hearing is being conducted in closed session to the extent permitted by law, the Member shall be allowed to be present to hear the accusations.
 - d. If requested by the Member or the aggrieved resident(s), a reasonable period of time may be granted by the Tribunal for rebuttal in which event each side will be granted equal time.
5. The Tribunal members shall all have an opportunity to address the Member with questions. The Tribunal members will determine the period of time for this process.
6. Deliberations may be held in closed session, to the extent permitted by law.
7. If necessary, the Hearing may be rescheduled to a future date in order to complete deliberations.
8. Prior to concluding the Hearing for a Member, the Tribunal will provide specific direction to the staff to send a written notice to the Member with the violation, setting forth its ruling to be completed within sixty (60) days of the Hearing.
9. The ruling of the Tribunal shall be final.

H. Authority Limitations:

1. Tribunal decisions may not endorse violation of CC&R restrictions or Architectural and Community Guidelines.
2. Should the Tribunal find that a valid basis for granting a variance to a CC&R or Architectural and Community Guideline requirement may exist, the matter will be referred to the Architectural Review Committee to negotiate the specific requirements, obtain input from other affected members, and provide stipulations for the variance.

This Policy Resolution 4 was adopted the 11th day of August, 2009 by the LSCA Board of Directors.

APPENDIX F

SAMPLE – LETTER #1



<<TodaysDate>>

FRIENDLY REMINDER

<<Addressee>>

<<MailingAddress>>

Re: <<Association>>, <<OwnerAccountNo>>, <<LotNo>>

Unit: <<PropertyAddress>>

Dear Homeowner:

A concern was noted and we felt it necessary to send this gentle reminder.

Activity ID and Description

<<ActivityID>>

<<Description>>

<<RuleReference>>

<<RuleDescription>>

We understand that many times residents are simply unaware that a problem exists. We also understand that sometimes a very temporary situation may have been observed that would have been taken care of shortly. However, since this is not in compliance with the Association documents, we ask for your cooperation in this matter.

We request that you remedy this situation by <<DateVioStep2>>. Our goal is to work with you to correct the problem, not impose penalties. Failure to take care of this situation will result in a Notice of Violation which may involve charges incurred to remedy the violation as well as monetary fines.

We sincerely appreciate your time and attention to this matter. If you have any questions or need assistance, please feel free to contact me at 480.357.8780 or via email at cburch@thetrailhead.org.

Sincerely,

Compliance Coordinator
Las Sendas Community Association



<<TodaysDate>>

NOTICE OF VIOLATION

<<Addressee>>

<<MailingAddress>>

Re: <<Association>>, Acct No. <<OwnerAccountNo>>, Lot No. <<LotNo>>

Unit: <<PropertyAddress>>

Dear Homeowner:

On <<DateVioStep1>>, a notice was sent to you regarding the following violation:

Activity ID and Description

<<ActivityID>>

<<Description>>

<<RuleReference>>

<<RuleDescription>>

Please bring the property into compliance by <<DateVioStep3>>. Failure to comply or failure to schedule a Friendly Meeting with the LSCA Manager or Compliance Coordinator to provide reasonable corrective action plan that will lead to curing the violation within ten (10) calendar days will result in the imposition of fines and/or other remedies.

You have a right to be heard and can request a formal hearing. The Hearing Request must be received by the LSCA Manager or Compliance Coordinator in writing within ten (10) business days after the date of the Notice of Violation. The request must state the specific reasons for the hearing. Within ten (10) business days of receipt of a Hearing Request, the Association shall provide the Member written notice of the date, time and place the hearing is scheduled to occur.

Failure of the Member to request a Hearing within the prescribed time limit shall constitute a waiver of the opportunity for such hearing and will allow the LSCA to impose fines, other remedies and/or engage in corrective action. Fines imposed, if any, will be enforced per LSCA collection policy and practices.

If you have any further questions, please don't hesitate to call me at 480.357.8780 or via email at cburch@thetrailhead.org.

Sincerely,

Compliance Coordinator
Las Sendas Community Association

SAMPLE – LETTER #3



<<TodaysDate>>

NOTICE OF HEARING

<<Addressee>>

<<MailingAddress>>

Re: <<Association>>, Acct No. <<OwnerAccountNo>>, Lot No. <<LotNo>>

Unit: <<PropertyAddress>>

Dear Homeowner:

We are in receipt of your written request asking that a hearing be scheduled to discuss the following violation:

ID and Photo (if available)	Description
<<ActivityID>>	<<Description>>
<<photo1>>	<<RuleReference>> <<RuleDescription>>

The hearing has been set for the following date and time:

Hearing Date: <<DateVioStep4>>

Hearing Time:

Hearing Location:

The Board of Directors or the Board’s designee(s), including at least one member of the Board of Directors (the “Hearing Tribunal”), shall hold the Hearing in accordance with the following procedure:

- a) The Hearing may be in Executive Session to the extent permitted by law;
- b) The Member will be given reasonable time to address the Hearing Tribunal;
- c) The LSCA staff or other aggrieved Member(s) and the Member will be provided the opportunity to produce any statements, evidence, witnesses or arguments;
- d) Any written documents must be submitted no later than seven (7) days prior to the hearing in order to be considered by the Tribunal.
- e) At the conclusion of the Hearing, all parties will be excused and the Hearing Tribunal will deliberate and determine a course of action;
- f) The minutes of the session shall contain the results of the Hearing and any action;
- g) The Hearing Tribunal will send a written notice to the Member with the violation setting forth its ruling;
- h) If the ruling includes the imposition of fines or other monetary penalties, the Member with the violation shall be advised that any such amount, which is not paid within fifteen (15) days of its due date, is delinquent and subject to late fees not to exceed the greater of fifteen dollars (\$15.00) or ten percent (10%) of the amount of the unpaid fines and penalties;
- i) If the ruling includes action in addition to fines, such as towing of a vehicle or removal of trash cans, or other self help, the Member with the violation shall be so informed;
- j) The Association will pursue the collection of fines, penalties, and other costs incurred in pursuing compliance.
- k) The ruling of the Hearing Tribunal shall be final.

Please contact me at 480.357.8780 or cburch@thetrailhead.org with any questions.

Sincerely,

Compliance Coordinator
Las Sendas Community Association

SAMPLE – LETTER #4



<<TodaysDate>>

HEARING RESULTS

<<Addressee>>

<<MailingAddress>>

Re: <<Association>>, Acct No. <<OwnerAccountNo>>, Lot No. <<LotNo>>

Unit: <<PropertyAddress>>

Dear Homeowner:

In the follow up of the hearing held on <<DateVioStep4>> regarding the following violation:

ID and Photo (if available)	Description
<<ActivityID>> <<photo1>>	<<Description>> <<RuleReference>> <<RuleDescription>>

In accordance with the adopted enforcement and fine policies, it was determined:

<<ViolationNotes>>

If you have any questions regarding this matter please contact me at 480.357.8780 or cburch@thetrailhead.org.

Compliance Coordinator
Las Sendas Community Association

SAMPLE – LETTER #5



<<TodaysDate>>

FINE LETTER

<<Addressee>>
<<MailingAddress>>

Re: <<Association>>, Acct No. <<OwnerAccountNo>>, Lot No. <<LotNo>>
Unit: <<PropertyAddress>>

Dear Homeowner:

You previously received a Notice of Violation regarding a deed violation involving your property. You did not contact the Association within the ten (10) days specified nor did you Request a Hearing. A subsequent inspection has revealed that the violation has not been corrected.

Activity ID and Description

<<ActivityID>>
<<Description>>

<<RuleReference>>
<<RuleDescription>>

As of the date of the Notice of Violation a fine of <<FineAmount>>, has been imposed against your account. Please contact the association letting us know that the deed violation has been corrected.

In addition to the fine, the LSCA may seek any means available to gain compliance or collection of fines as outlined in the LSCA Enforcement Policy. All costs incurred in the correcting or eliminating the violation will be added to, and become a part of the owners assessment balance.

Contact the Association at 480.357.8780 as soon as the violation is corrected to stop the fines.

Sincerely,

Compliance Coordinator
Las Sendas Community Association



<<TodaysDate>>

**RECURRING
NOTICE OF VIOLATION**

<<Addressee>>

<<MailingAddress>>

Re: <<Association>>, Acct No. <<OwnerAccountNo>>, Lot No. <<LotNo>>

Unit: <<PropertyAddress>>

Dear Homeowner:

Within the past six months we have written to you regarding a deed violation involving your property. The Association has found it necessary to contact you once again since a subsequent inspection has revealed that the same problem has reoccurred.

Activity ID and Description

<<ActivityID>>

<<Description>>

<<RuleReference>>

<<RuleDescription>>

Please bring the property into compliance by <<DateVioStep3>>. Failure to comply or failure to schedule a Friendly Meeting with the LSCA Manager or Compliance Coordinator to provide reasonable corrective action plan that will lead to curing the violation within ten (10) calendar days will result in the imposition of fines and/or other remedies.

You have a right to be heard and can request a formal hearing. The Hearing Request must be received by the LSCA Manager or Compliance Coordinator in writing within ten (10) business days after the date of the Notice of Violation. The request must state the specific reasons for the hearing. Within ten (10) business days of receipt of a Hearing Request, the Association shall provide the Member written notice of the date, time and place the hearing is scheduled to occur.

Failure of the Member to request a Hearing within the prescribed time limit shall constitute a waiver of the opportunity for such hearing and will allow the LSCA to impose fines, other remedies and/or engage in corrective action. Fines imposed, if any, will be enforced per LSCA collection policy and practices.

Sincerely,

Compliance Coordinator
Las Sendas Community Association

SAMPLE – LETTER #7



<<TodaysDate>>

NOTICE OF CORRECTIVE ACTION

<<Addressee>>

<<MailingAddress>>

Re: <<Association>>, Acct No. <<OwnerAccountNo>>, Lot No. <<LotNo>>

Unit: <<PropertyAddress>>

Dear Homeowner:

On 2009, you received a Notice of Fine, assessing a \$.00 fine for non-compliance. The notice stated that if the violation is not corrected the Board may cause such action to be corrected at the Owners expense. As of today's date, compliance has not been met.

On 2009, we had our common area landscapers correct the violation at your property. Your account has been assessed an additional \$.00 for the corrective action. We are contacting you once again since a subsequent inspection has revealed that the same problem has reoccurred.

Payment is due upon receipt. If you have any questions, please contact me at (480) 357-8780 or at cburch@thetrailhead.org.

Sincerely,

Compliance Coordinator
Las Sendas Community Association

APPENDIX G

COMMON AREA USAGE POLICY

AVAILABLE AMENITIES

FACILITIES	BOULDER MOUNTAIN PARKE	SONORAN HEIGHTS PARKE	DESERT FOOTHILLS PARKE	TRAILHEAD MEMBERS CLUB	HARRIET TUBMAN PARKE	EAGLE RIDGE PARKE
Banquet Rooms	N/A	N/A	N/A		N/A	N/A
Baseball Field	Yes*	N/A	N/A	N/A	N/A	N/A
Basketball Court	Yes*	Yes*	N/A	N/A	N/A	N/A
Catering Kitchen	N/A	N/A	N/A	Yes*	N/A	N/A
Fitness Club	N/A	N/A	N/A	Yes	N/A	N/A
Grass Retention Basin	N/A	Yes*	Yes*	Yes*	Yes*	N/A
Jungle Gym &/or Swings	Yes	Yes	N/A	Yes	N/A	Yes
Ramadas	Yes*	Yes*	Yes*	Yes*	N/A	Yes*
Soccer Field	Yes*	N/A	N/A	N/A	N/A	N/A
Swimming Pools/Spas	Yes	N/A	N/A	Yes	N/A	N/A
Tennis Courts	Yes*	N/A	N/A	Yes	N/A	N/A
Volleyball Courts	Yes*	Yes*	N/A	N/A	N/A	N/A
Grill	Yes*	Yes*	N/A	N/A	N/A	Yes*
Open Grassy Areas	Yes*	Yes*	Yes*	Yes*	Yes*	N/A

*Indicates reservations are available

COMMON AREA USAGE POLICY

GENERAL

The Las Sendas Community's common areas and their facilities are intended for the primary use of Las Sendas residents. They are restricted to use by residents and their guests. Residents are expected to maximize sharing of the facilities so everyone may enjoy the amenities available. Residents are responsible for the actions of their guests, dependents and children. Outside individuals and groups are not allowed to use the common area facilities.

RESERVING COMMON AREA FACILITIES

Reservations on some common area facilities are available on a limited basis. No facilities will be available for reservations on holidays or holiday weekends. The common area facilities will be open to all residents for the holidays. Large groups of more than ten (10) who intend to use a facility MUST reserve that facility. The reservations for open grassy areas or sports facility areas that are made for an entire season will be rotated to avoid monopolization of one area.

ORGANIZED USE

All teams or groups wishing to use amenities in Las Sendas must meet the following criteria:

1. The coach must be a Las Sendas resident.
2. At least 65% of the team must be residents. (We will ask you to provide a list of all players' names, ages, addresses and phone numbers.)
3. All teams MUST be registered with the Community Association Office, prior to use.
4. Teams will be limited to the specific number of practices they can register for and receive written approval from the Community Association Office.
5. Teams that are not registered with the Las Sendas Community Association Office will be asked to leave the facilities until proper authorization has been received.
6. Groups/teams wishing to utilize Las Sendas facilities for practice MUST present the Community Association Office with a copy of the Certificate of Insurance for the league they play in BEFORE any practice will be scheduled (i.e. Mesa Parks & Recreation, AYSO, Pop Warner Football, etc). The Certificate of Insurance must show LSCA listed as an "additional insured".

RESERVATION NOTICES

A reservation board will be located at each park to indicate which facilities have been reserved, by whom and when. Reservations are to be made through the Community Association's Activities Office, located at the Trailhead Members Club. If any conflict should arise as to who has use of a facility, the resident with a confirmed reservation takes precedence. The resident submitting the reservation application to use the facility is responsible for any damages that may occur to the facility. Use of glassware as drink and food containers at any outdoor facility is strictly prohibited. Other special considerations or conditions and terms for use will be outlined in the next section.

COMMON AREA USAGE POLICY

RESERVATION SPECIFICS

Reservation forms for common area amenities are available on the website. The Association reserves the right to cancel or postpone any reservation due to unforeseen circumstances. Security deposits, where indicated, are refundable if the facility is returned to its original condition. All Applications for Use of Facilities must be submitted with the applicable deposits to the Association Office.

Common Area Facilities:

1. Baseball Field: A \$25.00 security deposit is required. Two-hour time limit.
2. Grass Retention Basins & Open Grassy Areas: A \$25.00 security deposit is required.
3. Ramadas: Only one ramada at each park is available for reservation. A \$25.00 security deposit is required.
4. Soccer Fields: A \$25.00 security deposit is required for one-time use. A \$100.00 security deposit is required for teams who anticipate using the facility for the season.
5. Volleyball Courts: A \$25.00 security deposit is required. The courts may be reserved up to seven (7) days in advance for up to two (2) hours.
6. Basketball Court: Two-hour time limit.

Banquet Rooms: Please see the Activities Director at the Trailhead Members Club for specific fees and availability.

Tennis Courts: Reservations are made by contacting the Association Office at (480) 357-8780 or the Activities Office at (480) 807-0995. Courts may be reserved up to seven (7) days, but no less than twenty four (24) hours in advance, for up to two (2) hours of court time. When courts are busy and people are waiting for courts, time should be limited to one hour. Tennis courts are to be used for tennis activities only. Please refer to Tennis Policies for further information.

This Common Area Usage Policy for the Las Sendas Community is an attempt to make all facilities available for all residents' enjoyment. It will take cooperation from all to make this policy effective. This policy will become even more important as our community grows. The Board of Directors also reserves the right to make changes to the policy as the need arises. There may be times that facilities are closed due to weather, field conditions or maintenance.

APPENDIX H
TENNIS POLICY

1. League teams will be limited to reserving no more than three courts at any one time.
- *2. The time allotted per court reservation for any individual, league play or special group shall not exceed two hours.
3. Courts will be available for open play until the time of a court reservation. This applies to league matches, special groups, lessons and individual court reservations. For example; if courts have been reserved for league play from 7:00-9:00 pm, residents may use the courts until 7:00 pm.
4. League players will be allowed to finish their match if it goes beyond the two hours of allotted court time.
5. League teams must maintain a minimum of 6 residents on their rosters.
6. On Saturday and Sunday mornings during the summer (May 1st – Sept. 30th), court reservations will be made from 6:30-8:30 am or 8:30-10:30 am. After 10:30 am, court reservations may be made at any time.
7. A court reservation will be voided if the person, group, league or teaching pro that reserved the court is not present and ready to play within 10 minutes of the reservation start time.
- *8. Courts may be reserved up to seven (7) days, but no less than twenty four (24) hours in advance, for up to two (2) hours of court time.

* Excludes Las Sendas Sponsored Social Events and Tournaments

APPLICATION FOR USE OF FACILITIES

EVENT DATE: _____ EVENT TIME: _____

Approximate # of People: _____ # of Guests/residents: _____

Responsible Person

Name: _____ Home Phone #: _____

Address: _____ Cell Phone #: _____

City: _____ State: _____ Zip: _____

Requested Area of Use

- Boulder Mountain Parke
 - Baseball Field
 - Soccer Field
 - Ramada by the playground
 - Ramada by the basketball court

- Sonoran Heights Parke
 - Ramada by the playground
 - Ramada by the basketball court
 - Field (for team use only)

- Harriet Tubman Parke
 - Field (for team use only)

- Trailhead Parke
 - Ramada by the playground
 - Upper ramada
 - Field (for team use only)

Park Usage

A \$25.00 check is required for holding. This check will be refunded if the area is clean and taken care of. Please pick up all trash.

The Las Sendas Community has four (4) parks with turf areas that are large enough to accommodate group activities. The Community has grown to a size that warrants the organizing of all group activities at the parks by HOA. By doing so, the parks can be enjoyed by as many residents as possible without conflicting events. Therefore, all organized group (team) activities are required to register with our Activities Director. All groups or teams of eight (8) or more using the park must be registered and assigned a time slot to use the park. Groups not registered will be required to leave the park. Only Las Sendas residents are eligible to fill out and request organized use.

Signature of Applicant: _____

APPENDIX I

COMMON AREA LANDSCAPE AND MAINTENANCE

1. The staff will daily give priority to correcting hazards in the community. Examples include correcting storm damage to trees, trimming or removal of plants impeding pedestrians or creating traffic hazards on roadways, at entries and at intersections.
2. Rights-of-way along community streets, at neighborhood entry gates, cul-de-sac circles and interior washes where visible from streets will be maintained to the highest standard.
3. Replacing failed specimen plants (large trees or cacti) will be considered on an individual basis. Large plants may be replaced in easily accessible locations as warranted. Large plants may be replaced by smaller ones in remote locations having poor access. Smaller plants will thrive with proper watering.
4. Watering in common areas shall be monitored throughout the year to maintain trees attractively without encouraging unnatural growth. However, some areas will not be maintained artificially due to existing governmental permit requirements.
5. Arroyos and washes not visible from roadways are to be maintained in a natural state. Routine maintenance includes checking the watering system. Weeds encroaching along backyard walls will be removed to permit maintenance. Trees will not be trimmed to enhance views.
6. The trails within Las Sendas will be maintained only to keep them passable for pedestrian traffic. This includes the trimming of plant material in or adjacent to the trails that impedes their usage. Many trails are also washes either natural or manmade and will change over time from storm run-off and other causes.
7. Some of the man-made basins and arroyos are part of the designated "404-permit." These areas must be left totally natural as required by the Federal Government, which is the governing body that issues this permit.
8. Homeowner input regarding problems is always welcome and management shall respond to this in a timely manner.

APPENDIX J



Las Sendas Community Association
Design Review Application

The Premier Sonoran Desert Uplands Community

NAME	NEIGHBORHOOD	LOT#
PROPERTY ADDRESS	PHONE #	
CURRENT MAILING ADDRESS		
EMAIL ADDRESS		
SUBMITTAL DESCRIPTION		

Attach additional pages and drawings as necessary to describe proposed change. Please include, if applicable, type of materials to be used, color(s), structure dimensions, setbacks, placement or location on lot. Submit drawings, photos, brochures, and sample materials when necessary to expedite process.

Work to be performed by _____ Phone # _____

APPLICATION PROCEDURE

One set of plans (which will be kept on file with the LSCA) detailing any improvements or changes to a lot or dwelling unit thereon, must be submitted to the ARC and receive approval prior to the commencement of any improvements or changes. All plans must be to scale, where appropriate, and sheet size should not exceed 24" x 36".

The plan submittal must include the following information:

- Design Review Application (See Sample 1).
- Site development plan indicating:
 - (i) Lot boundary and dimensions, scale (minimum 1 inch = 20 feet), north arrow, date and location map.
 - (ii) Location of any existing buildings, landscaping, walls and fences or other improvements.
 - (iii) Location of any easements, right-of-ways, setbacks or site visibility triangles.
 - (iv) Location of any and all proposed improvements including, but not limited to, buildings and other structures, walls and fences, grading, hardscape, landscape, irrigation, pools, exterior lighting, landscape lighting, play structures, gazebos, exterior fireplaces or barbeques and site grading.
- Floor plans and elevations indicating any architectural improvements.
- List of plant materials for front and rear yards which must adhere to the Approved Plant List, Appendix B. All yards must adhere to Prohibited Plants and Materials List (See Appendix A).
- Samples of exterior building materials and colors.
- Lighting plans, if not included with submitted floor plans and elevation specifications.
- The ARC or its designee may request any other information.

Submittal Dates: The Regular Architectural Committee meets the second and fourth Wednesday of the month. Complete submittal applications are due one week in advance to be placed on the following week's agenda.

REPAINT ACKNOWLEDGMENT

Applications submitted to repaint homes or property walls may be approved by Association Staff at the time of submittal provided color choice has been selected from the approved LSCA paint palette.

[] House base color: _____

[] Trim color: _____

Required Paint Colors for Interior and Exterior Walls. Walls are not to be painted the same color as the home.

- Property walls, both interior & exterior, including return walls, shall be painted “Las Sendas Old Wall”
- Metal fences shall be painted “Las Sendas Wrought Iron”
- Tuscan neighborhood property walls, both interior & exterior, including return walls, shall be painted “Nightingale”
- Metal fences shall be painted “Wrought Iron Tuscan”

The Homeowner agrees to maintain the improvement if approved by the Architectural Review Committee (ARC). If, in the view of the ARC, the improvement is not being maintained, the Association has the right to remove or maintain the improvement with the homeowner bearing all costs. The homeowner agrees to comply with all City, County and State laws and to obtain all necessary permits. Approval by the ARC shall not be deemed a warranty or Representation as to the quality of such construction, installation, addition, repair, change or other work, or that work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

ABSOLUTELY NO WORK SHOULD BEGIN PRIOR TO WRITTEN APPROVAL. ANY ARCHITECTURAL CHANGE THAT IS FOUND TO BE IN NON-COMPLIANCE IS SUBJECT TO REMOVAL REGARDLESS OF HOW EXTENSIVE IT MAY BE.

By completing this application, I am authorizing the LSCA ARC access to my property for the purpose of inspecting for compliance and completion of the work for which this application is made. Homeowners must contact the LSCA to schedule an inspection after completion of the approved submittal.

Homeowner’s Signature

Date

_____ APPROVED

_____ DISAPPROVED

_____ APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____

DATE CHANGE IS TO BE COMPLETED BY: _____

ASSOCIATION SIGNATURE

DATE

APPENDIX K

SIGN POLICY

1. For Sale, For Lease and Open House signs shall not be any larger than the industry standard size of eighteen by twenty four inches that are owned or used by the seller or seller's agent.
2. Standard For Sale, For Lease and Open House signs may be displayed on or in the member's property.
3. For Sale, For Lease and Open House signs are prohibited in the common areas or common element.
4. Open Houses may be held daily between the hours of 8:00 am to 6:00 pm.
5. The realtor involved may place one Open House sign out front of home during the allotted hours.

