

RULES, REGULATIONS & POLICIES

SaddleBrooke Villas Association No. 20, Inc.

Board Approved January 17, 2013

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RULES, REGULATIONS & POLICIES

SaddleBrooke Villas Association No. 20, Inc.

Villas Board Approved January 17, 2013

ARTICLE I

GENERAL PROVISIONS

Section 1.1 Purpose. These Rules, Regulations and Policies (these “Rules”) are adopted and published to aid in the governing of the Villas Property. They are to promote the health, safety, and welfare of the owners, residents, and guests on property located in the Villas, to regulate use of Villas Areas, and to clarify Owners’ responsibilities.

Section 1.2 Captions And Titles. All captions, headings, and titles of sections of these Rules are for the purpose of reference and convenience only and are not deemed to limit, modify or otherwise affect any of the provisions of, or to be used in determining the intent or context of these Rules.

Section 1.3 Effective Date. These Rules and any subsequent amendments shall be effective on the date adopted by the Board of Directors of the Villas Association (the “Villas Board”) unless a later date is specified and approved by the Board. These Rules may be amended or repealed in part, or in their entirety, at any time by a vote of the majority of the members of the Villas Board. These Rules supersede and replace all prior versions of the Villas Rules, Regulations & Policies.

Section 1.4 Scope. These Rules shall apply to all Villas Owners, residents (whether a renter or a non-owner permanent resident) and guests. Owners of Villas Lots are fully responsible for actions of their guests and/or tenants.

Section 1.5 Official Version Of Rules, Regulations & Policies. The Secretary of the Villas Association or designee shall maintain an accurate and current set of these Rules which shall be available for inspection and distribution to all Owners and tenants, including posting on the Villas Association’s website.

Section 1.6 Service Of Notice. Whenever any notice is required by these Rules, to be served upon any person or entity, it shall be mailed via U. S. Postal Service, Certified Mail return receipt requested and First Class Mail to the person or entity at the last known address as it appears upon the records of SaddleBrooke Homeowners Association #1, Inc. This address shall be deemed the official mailing address of such person or entity. Receipt of such notice shall be conclusively presumed to be five (5) days after mailing.

Section 1.7 Authority. Enforcement action against an infraction or claimed infraction of these Rules may be initiated by any Villas Owner through the Villas Association's ALC/Rules/Documents Committee, or by the Committee itself, and shall be considered and adjudicated by said Committee; provided that the Villas Board is advised of any action taken by the said Committee.

ARTICLE II

DEFINITIONS

Section 2.1 Villas Property. "Villas Property" shall mean all real estate described in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for SaddleBrooke Unit Twenty recorded on November 13, 2001 as Document No. 2001-052015 in the Official Records of Pinal County, Arizona.

Section 2.2 Footprint. "Footprint" of a Villa shall mean the area inside the exterior perimeter of the foundation stem wall of the building and shall include the rear patio and that portion of the front entry area under roof as originally constructed by the developer of the Villas Property.

Section 2.3 Villas Association. "Villas Association" shall mean the Arizona non-profit corporation named SaddleBrooke Villas Association No. 20, Inc.

Section 2.4 Villas Board. "Villas Board" shall mean the Board of Directors of the Villas Association.

Section 2.5 Owner. "Owner" shall mean the person, or persons, who is/are named on the deed to the Villas Property.

Section 2.6 Permanent Resident. "Permanent Resident" shall mean a person or persons who reside(s) permanently in the home located on the Villas Property Lot who neither rents nor owns the said Lot.

Section 2.7 Renter. "Renter" means a person or persons who rents or leases the home on the Villas Property Lot.

Section 2.8 Guest. "Guest" means a non-resident of the Villas Property who is visiting the Villas Property at the invitation of and with the specific knowledge of the Owner, Permanent Resident or Renter.

Section 2.9 Governing Documents. "Governing Documents" means the (a) Amended and Restated Declaration referred to in 2.1 above, (b) Amended and Restated Articles of Incorporation, (c) Second Amended and Restated Bylaws of the Villas Association, revised January 17, 2013, (d) SaddleBrooke Architectural and Landscaping Special Guidelines Unit 20, revised April 19, 2012, (e) SaddleBrooke Villas Rules, Regulations and Policies revised January 17, 2013, (f) SaddleBrooke

Homeowners Association #1, Inc. Amended and Restated Declaration of Restrictions, and other documents adopted by that corporation, and (g) any amendments or restatements of any of the foregoing documents.

ARTICLE III

ENFORCEMENT

Section 3.1 Enforcement of Governing Documents. The Owners and all residents, renters, and guests are bound to comply with the Governing Documents of Villas Unit No. 20.

If a Villa Owner rents or leases his/her Villa, individually or through a rental agent, OR allows any non-Owner to occupy a Villa for more than three days WITHOUT an Owner being present, the Owner(s) or rental agent shall, prior to the start of such rental/lease or occupancy, deliver a "Villa Rental/Occupancy Notice" to the designated Villas Association representative. Such notice shall: (A) declare that the renter(s) or occupant(s) have been or will be provided a current copy of these Rules no later than the start of the rental period and, (B) declare that at the start of the rental or occupancy period the renter(s) or occupant(s) have been or will be informed of the obligation to abide by these Rules, and (C) provide contact information for the Owner(s), or the Owner's agent, who is authorized to act if Owner is not accessible in the event of an emergency or other matters that may arise that are pertinent to the Villas Association.

Section 3.2 Violation Notice. Written notification of a violation of the Governing Documents by an Owner, resident, renter or guest shall be provided to the Owner. Such notice shall allow no less than 15 calendar days, after receipt of such notice, to correct or remove the violation. Parking and parking lot violations may need to be corrected promptly as stated in **Parking Lots, Section 4.4.2.** The Villas Association's ALC/Rules/Documents Committee shall send the notification of violation.

Section 3.3 Contest Notice. The written notification shall include a statement that if the Owner wishes to contest the notice of violation, he/she shall provide the Committee a written response by certified mail within fifteen (15) business days after the date of the Committee's notice of violation. The Owner's written response shall include a request for any additional information he/she requires and, if applicable, his/her dispute of the written violation. This response shall be sent to the Committee at the address shown on the notice of violation.

Section 3.4 Written Explanation. Within 10 business days after receipt of the Owner's response, the Villas Board or its authorized agent shall respond to the Lot Owner with a written explanation regarding the notice of violation, and shall provide any additional information the Owner reasonably requires.

Section 3.5 Follow-up Inspection. After the procedure in paragraphs 3.3 & 3.4 is completed, or after the initial 15-day period set forth in the written notice of violation (if

the Owner has not responded), a follow-up inspection will be conducted by the Committee. If the Owner has not remedied the violation(s) within the time specified, the Owner shall be given written notice of an opportunity to attend a hearing with the Committee, such hearing to be no less than 15 days after the Owner's receipt of such notice. The notice shall state the intent to impose a specific monetary penalty if a violation is found to have occurred and remains uncorrected. The Villas Board's authority to impose a sanction as hereafter provided is hereby extended to such Committee except and provided that if the violation is of Rule 4.4.2 with respect to parking lots, and there is no monetary penalty as provided in such parking lot rule.

Section 3.6 Hearing. At the hearing before the ALC/Rules/Document Committee the Owner shall be given the opportunity to present his/her position to the Committee, and may present witnesses, documentation or any other **relevant** information which specifically addresses the violation at issue.

Section 3.7 Notice of Decision. Within 30 days after the conclusion of the hearing, the Owner shall be given written notice of the decision of and any sanctions imposed by the Committee, and if the decision is adverse to the Owner, the notice shall include notice of the Owner's right of appeal as provided hereafter. **Such decision is final unless appealed.**

Section 3.8 Appeal. In the event that the Owner wishes to appeal the decision of the Committee, he/she shall have 15 days from receipt of the Committee's decision to file a written Notice of Appeal with the Secretary or other designated representative of the Villas Board. Upon receipt of a **timely** Notice of Appeal, the Villas Board shall hold a hearing on the appeal within 30 days, and shall give the Owner no less than 15 days written notice of the date, time and place of the appeal hearing. At such appeal hearing, the Owner may present witnesses, documents or any other **relevant** information which specifically addresses the violation. Following the appeal hearing the Villas Board shall notify the Owner of its decision in writing within 15 days. **The decision of the Villas Board shall be final.**

ARTICLE IV

ADDITIONAL RULES, REGULATIONS & POLICIES

Pursuant to authority of the Governing Documents, the following Additional Rules, Regulations & Policies (Rules) are in effect, and in the event of a conflict between these Additional Rules, and the Architectural and Landscaping Special Guidelines Unit 20 (ALCs), these Additional Rules shall prevail; **provided** that all improvements currently existing under an ALC permit as of the effective date of these Rules, but which would otherwise be prohibited, may continue to exist and are not a violation of such Rules.

Section 4.1 Areas on the ground outside of the footprint. No Owner, or other person at the Owner's request, shall place, erect or maintain any structure or object **on**

or in the ground outside of the footprint of the building on the Villas Lot except as follows:

Lawn furniture, barbecues, telescopes and similar items may be placed temporarily (i.e., for not more than 24 hours) to the side or rear of the building; provided that such items shall not be present on such days and times that the Villas Board may designate nor interfere with landscapers or pest and termite technicians. Garden hoses, provided they are neatly coiled and out of sight from the street.

Section 4.2 Address numbers. Address numbers on the exterior wall shall be placed above the garage door provided that the numbers do not exceed six (6) inches in height.

Section 4.3 Bird feeders. Hummingbird feeders are allowed but must be placed inside the rear patio. Seed feeders and other types of solid food feeders are prohibited everywhere.

Section 4.4 Parking.

4.4.1 Street Parking. Pursuant to Fire Department Regulations vehicles of Owners, residents, renters and guests shall not be parked on, **or obstruct any part of**, the streets in the Villas Property except while loading or unloading, but not overnight, and then only when the operator is readily available to move the vehicle in case an emergency or large service vehicle (such as trash collectors) needs use of the street. Vehicles of service, delivery and repair people may be parked on the street so long as the operator is readily available to move the vehicle in the event an emergency vehicle needs access, but not overnight. Parking in driveways is prohibited where short driveways cause the vehicle to extend past the gutter line into the street.

4.4.2 Villas Parking Lots. Villa Owners, residents, renters and guests are urged to park their vehicles inside the garage on the Lot they are occupying or visiting.

(A) Except as outlined in subsection (D) below for the parking spaces in the easternmost parking lot, the three Villas parking lots are for the use of Villa Owners, residents, renters and their guests but shall only be used for the parking of operable vehicles in good condition and designed by the manufacturer to carry passengers; however, recreational vehicles (RVs) designed by their manufacturers to carry passengers are prohibited in all Villa parking lots except as hereafter provided in subsection [4.4.2 (C)].

(B) Posting of any sign on, under, over or near a vehicle in the Villas parking Lots, including but not limited to, for sale, lease, or rent sign(s) is prohibited at all times.

(C) RVs/Personal Trailers shall be parked only in the Villa's southernmost or westernmost parking lots and only for a maximum of (3) consecutive days and the (2) nights between those days within any consecutive (7) day period. RVs/ Personal Trailers shall be parked in such a manner that uses the minimum amount of parking spaces that allows others access to their vehicles in the parking lot, and that allows others access to the parking lot, and to the lot entrance.

(D) The parking spaces located at the easternmost end of East Wind Ridge Circle (the "East Lot") are available for the convenience and safety of service, emergency, and guest parking provided that only operable vehicles are permitted in the East Lot as follows: (1) vehicles of guests of Villa Owners, residents and renters that are in good condition and designed by the manufacturer to carry passengers and which will not extend into the street; (2) vehicles of service workers which will not extend into the street, and (3) emergency vehicles. Vehicle parking by service workers is limited to 8 hours in any 24-hour period. Guest parking is limited to a maximum of 24 hours during any 72-hour period.

(E) In the event that there is a complaint that a vehicle parked in a Villas parking lot does not comply with the requirements of these Rules, the Chairperson or a member of the Villas ALC Committee shall so advise the person in charge of such vehicle, if that person can reasonably be determined, that the Rule has not been complied with. The Committee member shall request appropriate corrective action within a specified period of time. However, if the non-compliance is an urgent matter (such as blocking the entrance to a parking lot, blocking access to another vehicle in the parking lot, or any other obviously dangerous situations such as leaking fuel or other hazardous substance) request shall be made for immediate corrective action.

(F) If the person in charge of the offending vehicle does not take corrective action within the specified period of time the Chairperson or ALC member may notify SaddleBrooke HOA #1 and request appropriate action. A monetary penalty may be imposed also, but only after further notice and an opportunity to be heard (see Section 3 above).

(G) Any use of Villa parking lots, other than specified herein, is prohibited unless specific permission for other use is given by the Villas Board or designee(s).

Section 4.5 Peaceful Existence. Each occupant of a Villas unit shall avoid activities of any kind that would negatively impact the peaceful enjoyment of the adjacent units. Noxious or toxic odors and excessive noise are not allowed.

Section 4.6 Outdoor Cooking. Outdoor cooking, grilling and smoking of food products shall only be permitted on an unenclosed patio or the adjacent rear property. No cooking, grilling or smoking of food products shall be permitted in garages or on driveways and sidewalks.

Section 4.7 Bee Removal Information and Policy.

4.7.1 Honey bees are normally not dangerous when swarming or gathering nectar from plants. When a swarm of bees is observed, they should be left alone. They are usually passing through the neighborhood looking for a nesting site and will be gone within a day or two. If they remain more than (2) days, they should be removed.

4.7.2 All Arizona bees are Africanized and will attack and sting people and animals when defending an established nest (hive). Africanized bees are very aggressive. Residents and Owners are advised to carefully watch their properties for bees entering and leaving small openings in walls, under eaves, water meters, etc. This is an indication they are nesting and must be removed. In our area, bees can swarm anytime during the year, but are especially active in the spring and fall.

4.7.3 Owners or residents should report bee swarms or nesting bees if observed on their property or elsewhere to the Pest and Termite Chair, Assistant, or the Villa Association President. If these persons cannot be reached, **to secure Villas Contract Pricing**, the Owner should call **Chuck Oldham at Northwest Exterminating at (520) 888-5779** to request a bee removal visit. The Villas Contract Pricing expense will be paid by the Villas Association. **Failure by the Owner to request Villas Contract Pricing will result in the Owner paying the higher price of the service.**

4.7.4 If bees are found in electric utility boxes or water meter boxes, residents should follow procedure 4.7.3 above by first calling the Pest and Termite Chair, Assistant, or the Villa Association President. If they are not available call **Trico Electric at (520) 744-2944** or **Lago del Oro Water Co. at (520) 825-3423.**

Section 4.8 Water Shut Off Valve & Water Service Line Repairs. The Association is responsible for the repair and/or replacement of the water shut off valve on the Villa side of the water meter, and water service line repair between the water meter to the base at the ground of the vertical pipe at the Villa shut off/hose bib valves. The Villa Owner is responsible for the repair and/or replacement of the vertical above ground pipe and Villa water shut off/hose bib valves and horizontal pipe and any other exposed pipes/valves. If the blockage is caused by Villa Owner plantings, damage or negligence, the Villa Owner shall be responsible. Lago del Oro Water Co. is responsible for repairs from the street to its side of the water meter.

Section 4.9 Sewer Line Repair and/or Replacement. Robson Construction shall be consulted before any repairs or replacements are begun. If Robson does not accept responsibility, the Villas Association shall be responsible for repair and/or replacement of the sewer line from the street to the Villa. If the blockage is caused by developer planted trees or vegetation, the Association shall be responsible. If the blockage is caused by Villa Owner plantings, damage or negligence, the Villa Owner shall be responsible.

Section 4.10 Exterior Frozen Pipe. Villas Owners are responsible for maintaining and protecting exterior pipes, faucets, valves, air conditioning connectors, etc. from freezing.

Owners are also responsible for scheduling and paying for repairs needed as a result of frozen pipes.

Section 4.11 Street and Parking Lot Maintenance. Pursuant to authority of Article III, Section 2 of the March 2005 Edition of the Villas Bylaws, and to the April 4, 2000 action of the Board of Directors of SaddleBrooke Homeowners Association No. 1, Inc. accepting the obligation herein referred to, the Villas Board gratefully delegated to Homeowners Association No. 1, Inc. the authority and right to maintain the streets owned by the Villas Association called East Wind Ridge Circle and Sun Ridge Drive, and the parking lots belonging to the Villas Association adjacent to said streets. The said maintenance to be at no cost to the Villas Association as provided in the said acceptance since Villas Owners pay the same fees to Homeowners Association No. 1, Inc. as owners of property elsewhere in SaddleBrooke whose streets are maintained as part of said fees.

ARTICLE V

VILLAS OWNERS RESPONSIBILITIES

Section 5.1 General Villas Owners Responsibilities. Generally Villas Owners are responsible for maintenance and repair inside the Villas footprint. The Association is usually responsible outside the footprint, except as noted (but not limited) to exceptions listed below.

Section 5.2 Specific Villas Owners Responsibilities. Villas Owners are responsible for the following (in addition to any other responsibilities stated in the Governing Documents):

- A. Outside structural owner installed improvements such as:
 - 1. Gutters
 - 2. Screen and security front doors
 - 3. Screened and enclosed back and/or front patios
 - 4. Other outside approved improvements that are inside the Villas footprint
- B. Inside damage caused by roof leaks, and inside damage from broken windows, termites, pests, etc.
- C. Outside replacements of carriage lights (must conform to existing light fixtures) and bulbs
- D. Repair of breather (weep) holes under roof overhangs
- E. Concrete expansion joints inside the Villas footprint
- F. Repair and replacement of Standard #1 black mailboxes, as approved by the U. S. Postal Service and their support posts. The Villas Association paints the mailbox support posts when the outside of the Villas are painted
- G. Window casement replacement and repairs of leaky window structures, frames and panes
- H. "Condominium Owner's Insurance" to cover personal property

- I. Prevention and repair of frozen pipes, faucets, valves, connectors, etc. (See above Section 4.10)
- J. Inside pest and critter control and treatment, i.e., ants, rodents, etc.

ARTICLE VI

MONTHLY VILLA ASSOCIATION FEES

Section 6.1 Monthly Villa Association Fees. Monthly Villa Association fees cover the following:

Accounting, administrative services and tax preparation
Bank charges
Bond insurance for individuals handling Villas finances
Common area maintenance and repairs
Concrete crack repair (certain areas)
Exterior termite treatment with Sentricon or comparable system, **excluding termite damage**
Fascia board repair
Golf ball hole/damage repair periodically
Insurance covering all Villas structures, **excluding contents and personal property**
Landscape maintenance, Villas planted plants, irrigation repair and replacement, and landscape water
Liability Insurance for Villas common areas; and for Directors, Officers, Committee Chairs and Members, and Volunteers conducting Villas business
Licenses, fees and permits
Miscellaneous expenses, i.e., office supplies, copies, postage, etc.
Outside pest control and removal of bees and wasps
Painting and refurbishing of Villas exterior as scheduled and approved by the Villas Board
Property taxes on common areas
Roof inspections and repairs, **excluding interior damage**
Sewer line repair (See above Section 4.9)
Water lines repair (See above Section 4.8)
Window and patio door glass panes, **excluding interior damage, owner-installed screens and window film**

The Villas Association assumes no responsibility for Villa Owner-installed improvements or Owner-caused damage, either accidental or deliberate.

ARTICLE VII

Election Procedures

Section 7.1 Purposes. Pursuant to the authority of Article V, Section 4 of the Bylaws of SaddleBrooke Villas Association No. 20, Inc., an Arizona non-profit corporation (the "Villas Association"), the Board of Directors of the Villas Association (the "Villas Board"), hereby sets forth procedures to be followed in the annual election of the Villas Board members, *to supplement and be in addition to* and not conflict with applicable provisions in the Bylaws and Articles of Incorporation of the Villas Association, and in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for SaddleBrooke Unit Twenty:

Section 7.2 Date of Election. The Annual Election of Directors shall be held on the last Friday of December of each year unless otherwise set by the Board of Directors.

Section 7.3 Election Committee. The Villas Board shall appoint the Election Committee Chairperson and the Election Committee members at least ninety (90) days prior to the election date. No Member shall be permitted to serve on the Election Committee who is thirty (30) days or more in default in payment of any HOA #1 or Villas Association homeowner dues or assessments.

The Election Committee shall consist of not less than three (3) members of the Villas Association of which no more than one (1) may be a member of the Villas Board.

Section 7.4 Nominating Procedure.

7.4.1 No later than October 1, the Election Committee shall send a "Notice of Election" to each Member of the Villas Association, by United States Mail, or, in extenuating circumstances, by personal service (hand delivered) to a Member currently in residence in a Villa. This Notice of Election (Exhibit A attached) shall include criteria for nomination to the Villas Board and how and when such nominations can be made. The criteria are:

- Nominee(s) must be Villa Owners for at least one (1) year as of election date (last Friday in December unless otherwise set by the Board of Directors).
- Nominee must be current with respect to all payments of HOA #1 and Villas Unit No. 20 dues and assessments.

7.4.2 The Election Committee shall certify to the Villas Board that such notice was sent and to whom it was mailed or hand delivered on a "Certificate of Service" in substantially the same format as shown on Exhibit B attached.

7.4.3 If the Notice of Election is hand delivered, the Villas Member must sign and date the "Waiver of Mailing" form Exhibit C attached as proof that he/she received the Notice of Election within the prescribed timeframe.

7.4.4 The first date for the Election Committee to receive nominations shall be October 1 of each year.

7.4.5 The Election Committee shall solicit, as well as receive, candidacies of eligible Villa Members who are willing to accept the nomination and to serve on the Villas Board if elected.

7.4.6 The Election Committee Chairperson shall, at the close of the nomination period, officially notify in writing those persons who meet the election criteria. The names of all those nominated shall be printed in surname alphabetic order on one ballot.

7.4.7 At the November meeting of the Villas Board, the Election Committee shall submit a list of candidates for all Director positions to be filled.

Section 7.5 Candidate Profile. No later than October 30, all candidates shall submit to the Election Committee a “Candidate Profile” outlining their qualifications for the Villas Board. The profile must contain, but is not limited to, the following information (maximum one typewritten page):

- Relate experiences in Villas Association Unit 20 activities that best qualifies the candidate to be a Villas Board Member.
- Describe other related experience that best qualifies the candidate to be a Villas Board Member.
- Complete the following sentence: If elected, my focus will be . . .
- Other information deemed relevant may also be included.

Section 7.6 Meet the Candidates Session. The Chair of the Election Committee shall conduct a “Meet the Candidates” session just prior to the November Board Meeting being called to order. This session is to allow candidates to be introduced, briefly state their qualifications, desires and goals as a Board member. Candidates are also to answer Members questions relevant to their candidacy as Board members. The Villas Board encourages each candidate to participate in a “Meet the Candidates” Session announced by the Villas Board in the Notice of Election mailing distributed on, or before, October 1 of each year.

Section 7.7 Conduct of the Election. The Election Committee Chairperson will conduct all facets of the election in accordance with this Election Procedure established by the Villas Board.

7.7.1 In the event that at the close of the nomination period there are **no more candidates for election than there are board positions** to be filled, after certification

of the candidates by the Board, the Board shall elect the certified candidates by passing the following motion: *“Pursuant to Villas Bylaws that there being only enough candidates to fill vacant positions, these candidates be duly elected to the Board, that the Election Committee Members be thanked for their service, and that a Special Board Meeting be called for early January for the purpose of administering the oath of office, electing Officers for the upcoming year and adopting a schedule of meetings.”* Ballots shall **not** be sent to Members, and no further action shall be taken by the Election Committee, with respect to that election

7.7.2 In the event that at the close of the nomination period there are **fewer candidates than there are Board positions to be filled**, the Board shall declare the nominees to be duly elected and shall have the right to **consider the unfilled seats as vacancies, to be filled by appointment.**

Section 7.8 Written Ballots. No later than the first Monday of December, written ballots, with the names of candidates in alphabetic order who have submitted a profile as outlined above, shall be mailed to Villa Owners via U. S. Mail addressed to the Owner's address as shown on Villas billing records. In extenuating circumstances, Ballots may be delivered by personal service (hand delivered) with the use of Exhibit C, Waiver of Mailing.

7.8.1 The election package will contain:

- The Ballot (with instructions)
- Candidate Profiles
- Election Return Envelope with the Designated Voter Form on the back which requires Member's name (printed), lot number and Member's signature.

7.8.2 Ballots must be returned in accordance with the written instructions contained with the Ballot. Ballots must be mailed to the Villas Association address and must be received no later than 10:00 AM on the day of election.

7.8.3 The Ballot instructions shall (A) indicate the number of responses needed to meet the quorum requirements; (B) specify the time by which a Ballot must be received by the Villas Association in order to be counted; (C) state that the Ballot cannot be revoked.

Section 7.9 Returning Ballots. Ballots must be returned in accordance with the written instructions contained with the Ballot. Ballots must be mailed to the Villas Association address is 64500 East SaddleBrooke Boulevard, SaddleBrooke, AZ 85739 and must be received by 10:00 AM on the day of election.

Section 7.10 Voting Members. No Member thirty (30) days or more in default in the payment of any homeowner dues or assessments due to the Villas or HOA #1

Associations shall be permitted to vote in any election. Each Lot may cast only one vote per candidate, cumulative voting is not permitted.

Section 7.11 Tabulation of Ballots. Ballots shall be tabulated by the Election Committee at 10:00 AM on the last Friday of December unless otherwise set by the Villas Board. The ballot counting location shall be determined by the Villas Board.

7.11.1 The Election Committee shall do the following:

- Come to the tabulation meeting with a list, approved by the Villas Board, of Owners (if any) not eligible to vote because of delinquent assessments.
- In all aspects of opening envelopes, determining if Ballots were marked correctly, recording votes, etc., the general policy of “dual control” will be followed, i.e. one Committee member will perform a task and a second member (or other designated person) will observe and confirm the action.
- Conduct the entire process in view of the other Members attending the meeting.

7.11.2 The **Ballot counting procedures** shall follow the following steps:

- Confirm that Member is eligible to vote by verifying the Member’s name, lot number and signature as it appears on the Designated Voter Form on the back of the Election Return Envelope. If eligible, add the Owner’s name and lot number to the list of eligible Members that returned ballots.
- Open the Election Return Envelope and remove Ballot from envelope. Accumulate all Ballots in a place on table. Continue until all envelopes have been opened.
- The Ballots should next be mixed, or otherwise “shuffled” with the objective of removing the possibility of relating the Ballot to the Designated Voter Form.
- Each Ballot is opened and reviewed to determine that it has been marked according to instructions.
- The Ballot results are read aloud, the Ballots numbered sequentially and results tabulated by Ballot number. Ballots determined by the Election Committee to have not been marked as required are declared “spoiled” and are not counted.
- After all ballots have been recorded, the Election Committee will add the vote totals and announce the results.

Section 7.12 Tie Votes. In the event of a tie vote among the candidates where there is a question of who shall serve on the Villas Board or for what term, a recount shall be

conducted. If a tie prevails, such tie vote shall be resolved by the flip of a coin among the candidates INVOLVED in the tie. The resolution of the tie shall be conducted by the Chairperson of the Election Committee.

Section 7.13 Sealing the Ballots. Following the tabulation, all ballots will be sealed and stored with the Association Secretary or designee for a period of thirty (30) days from the date of tabulation. In case of dispute, the ballots will be retained as long as necessary.

Section 7.14 Final Election Committee Report. The Election Committee shall submit for the Association's file, a formal report of the results of the election at the first Villas Board Meeting following the election.

Section 7.15 EXHIBIT A. Notice of Election.

SaddleBrooke Villas Association No. 20, Inc.

NOTICE OF ELECTION

Please take notice that pursuant to the Bylaws of the Association the SaddleBrooke Villas Association No. 20, Inc. will hold an election to elect (number of) members of the Board of Directors to serve for a term of two years beginning January 1, (year).

The Board of Directors has set the date of the last Friday of December (date and year) as the date of the election, unless otherwise set by the Board of Directors.

The Bylaws require that at the November Board Meeting an Election Committee appointed by the Board shall submit to the Board the names of nominees for the offices to be filled. The Board has appointed (name of person), committee chairperson, and not less than three members in good standing of which no more than one may be a Board Member: (insert names of committee members) as the Election Committee.

The Election Committee invites all eligible Villas Owners to actively participate in the management of the Association. If you wish to be a nominee please contact any Election Committee member in writing and request consideration.

Nominations may also be made by submitting a petition to the Election Committee proposing a nominee or nominees who must be signed by no less than 10 qualified voters. The deadline for filing by petition is October 30.

No later than October 30, each candidate shall submit a "Candidate Profile" setting forth their qualifications which must be sent with the ballots to all Villas owners prior to the election. The Profile must contain the following three paragraphs:

1. Relate past experiences in Villas Association Unit 20 activities that best qualifies the candidate to be a Board Member.
2. Describe other related experience that best qualifies the candidate to be a Board Member.
3. Complete the following sentence: If elected my focus will be. . .
4. Other information deemed relevant may also be included.

The Board encourages each candidate to participate in a "Meet The Candidates" session to be held on (date, time and place). The Board meeting will immediately follow the Candidates Session.

In addition to being current in paying all Villas Association and HOA #1 related dues and fees and must have owned a Villas Lot for at least one (1) year prior to the election date.

Election Committee Members may be reached as follows:

(name address phone number and e-mail address of chair and members)

Section 7.16 EXHIBIT B. Certificate of Service.

SaddleBrooke Villas Association No. 20, Inc.

The undersigned being a member of the Election Committee of SaddleBrooke Villas Association No. 20, Inc., hereby certifies that the "Distribution of Ballots" required by the "Election Procedure" in the Bylaws of said Association to be served upon Villas owners has been served on _____ in the following manner:

Those to whom such notice was mailed by U. S. Mail, postage pre-paid:

Those to whom personal service was made:

Signed: _____ Date: _____
Election Committee Member

Section 7.17 EXHIBIT C. Waiver of Mailing.

Waiver of Mailing

SaddleBrooke Villas Association No. 20, Inc.

The undersigned Villa lot owner hereby acknowledges the receipt of an election ballot and associated information hand delivered on _____.

Lot Owner Signature _____ Lot # _____
Date _____

Election Committee Member Signature

_____ Date _____