

# SADDLEBROOKE VILLAS ASSOCIATION NO. 20, INC.

## AMENDED AND RESTATED ARCHITECTURAL & LANDSCAPING SPECIAL GUIDELINES

### SECTION 1

#### INTRODUCTION

**1.1** These Guidelines amend and restate the SaddleBrooke Villas Association No. 20, Inc. Architectural and Landscaping Special Guidelines (“Villas ALC Guidelines”) as amended and restated March 21, 2013.

If there is any conflict between the Villas ALC Guidelines and the Amended and Restated Declaration of Covenants, Conditions and Restriction for SaddleBrooke Unit 20 (Villas Association CC&Rs), the Villas Association CC&Rs shall govern.

**1.2** SaddleBrooke HOA #1 Architectural and Landscaping Requirements and Guidelines (“HOA #1 ALC Guidelines”) apply to and control SaddleBrooke Unit 20 (the “Villas”). What they prohibit is prohibited in the Villas; however, **what they permit may be prohibited in the Villas**. These Villas ALC Guidelines provide requirements for the Villas **in addition to** those in the HOA # 1 ALC Guidelines.

**1.3** Any owner contemplating making changes that are governed by the HOA #1 ALC Guidelines and/or the Villas ALC Guidelines should read the HOA #1 ALC Guidelines, with particular emphasis on the Article I – General Information, and Article IV – ALC Review Requirements.

### SECTION 2

#### GENERAL GUIDELINES

**2.1** Any change to the exterior of a Villas building, or any change to, in, on, or above any area outside of the footprint of any Villas building is prohibited, including but not limited to the specific “Prohibited Changes” listed hereafter, except changes listed under “Permitted Changes” hereafter set forth. Permitted changes may be made only upon the terms provided. A permit may be required by the HOA #1 ALC **and/or** from the Villas Architectural and Landscaping Committee (“Villas ALC”).

**2.2** The “**footprint**” of a Villa shall mean the area inside of the exterior perimeter of the foundation stem wall of the building and shall include the rear patio and portion of the front entrance area under roof as constructed by the developer of the Villas Property (Rules and Regulations – SaddleBrooke Villas Association No. 20, Inc. Section 5.1).

## **SECTION 3**

### **PERMITTED CHANGES**

#### **3.1 Driveway and Walkway Coatings**

Driveway and/or Walkway Coating may be applied at Owner expense. The completed HOA #1 ALC "Permit Application" must be approved **first by the Villas ALC** and **then by the HOA #1 ALC PRIOR** to initiating the concrete coating process.

**Before meeting with the Villas ALC** the owner is to:

1. Complete the HOA #1 Permit Application, including under "IF PAINTING" the House stucco color, type and finish & color of proposed driveway and/or walkway coating and the proposed completion date and contractor.
2. Attach a sample, brochure or photo of coating color and texture for driveway and/or walkway to the Permit Application.
3. Read carefully, complete and attach to the Permit Application the Villas "Driveway & Walkway Coatings Special Permit & Waiver" (pages 7 & 8 of this document).

After securing the signature of the Villas ALC Chair or designee on both the Permit Application and the Villas "Driveway & Walkway Coatings Special Permit & Waiver", the owner is to take the Villas approved permit and present it at an HOA #1 ALC meeting to secure approval and to pay the HOA #1 ALC required permit fee.

After the HOA #1 ALC has approved the Permit Application for the driveway and/or walkway concrete coating a copy of the following are to be submitted to the Villas ALC for inclusion in the Villas Association No. 20, Inc. permanent files:

- (1) The "Permit Application"
- (2) The small permit decal (to be posted in the window)
- (3) The completed Villas "Driveway & Walkway Coatings Special Permit & Waiver".

#### **Coating Specifics:**

- A. Approved color choices shall complement the color of the Villa stucco. Stenciled or other pattern design shall be unobtrusive (inconspicuous). Faux flagstone coating that complements the stucco color is allowed only on walkways. The coating must cover the entire driveway and/or walkway and shall be evenly applied over the entire coated area. Strips of pattern designs are prohibited.
- B. When a Villa is being repainted, an already coated driveway must complement the Villa stucco color. If new coating is required, the new concrete coating color and texture must receive Villas ALC and HOA #1 Permit Application approval.
- C. Pebble Tec, exposed aggregate or similar surface treatments are prohibited.
- D. Logos, addresses, emblems, artwork, and the like are prohibited.
- E. Any concrete Driveway or Walkway repair costs requested or required by the coating installer prior to installation shall be the financial responsibility of the Owner, unless, in the sole discretion of the Villas Association ALC, Maintenance Committee and the Villas Board, such repairs are deemed to be repairs the Association would normally incur for uncoated driveways/walkways under the terms of the Villas CC&Rs.

### **3.2 Rear Patio and Front Entrance Area**

No ALC Permit is required for Owners to attach wall hangings, other decorative materials, or Hummingbird feeders within their rear patio area or within the front porch area under roof if it does not involve structural changes, and so long as all decorative materials are permitted by HOA #1 ALC Guidelines.

Although structural in nature, patios, and front porch floors under roof, may be tiled or coated provided that the required Villas and HOA #1 ALC Permit Application is submitted and approved.

Although structural in nature, the rear patio may be enclosed and tinted or non-tinted glass or plastic windows installed if they blend with the existing structure; and the front porch under roof and/or the front door may be enclosed with security door(s) or security type screening provided that the type blends with the existing building and colors are either the same as either the exterior door, or the building, or the trim, provided that the required Villas and HOA #1 ALC Permit Application is submitted and approved.

### **3.3 Sun Screens**

No ALC Permit is required when sun screens are mounted on frames that are attached to and match the color of the existing window frames.

### **3.4 Gutters and Downspouts**

A Villas ALC Permit is required for the installation of gutters and downspouts on a Villa. Colors must be coordinated with the trim colors or stucco of the building. The Owner must provide a splash block for the downspout outlet(s) and may not use underground or surface ducting for the drain water.

### **3.5 Satellite Dish and Antennas**

Satellite dishes, antennas and other over-the-air reception devices may be installed on a Villas lot in a location that has reception in accord with Federal Communication Commission Rules and is as unobtrusive as possible, as determined by the Villas ALC. A review of the HOA #1 ALC Guidelines on this subject is recommended. If a Villa Owner plans the installation of one of these devices the Owner is requested to deliver to the Villas ALC a "Notification of Intended Satellite Dish/Antenna Installation" and a "Waiver and Consent Agreement" form at least one week PRIOR to the installation.

Forms are available on the Villa Website or from any Villas ALC member. A Villas ALC representative will visit the property and identify locations that may comply with this Rule. As specified in the HOA #1 ALC Guidelines, roof-mounted satellite dishes/antennas will be allowed ONLY if an acceptable quality signal is not found in the landscaped area within the Villas Owner's lot. An Owner is required to provide written proof to the HOA #1 ALC of that fact along with a description/picture of the least obtrusive location that will provide acceptable reception. The HOA #1 ALC may approve a roof-mounted location when supported by proof of necessity.

Villas Owners are requested to contact a Villas ALC member prior to scheduling an installation appointment with a satellite dish/antenna installer to coordinate a Villa ALC representative presence during the installation.

If such satellite dish/antenna is installed without the "Notification of Intended Satellite Dish/Antenna Installation" and "Waiver and Consent Agreement" being given, the installation is subject to a Villas ALC post-installation inspection and if found to be in a location not in accord with this Rule, the Owner can be required by the Villas ALC to move the satellite dish/antenna to a location that is in accord with this Rule AT THE OWNERS EXPENSE. If the Owner determines that he/she wishes to contest an order from the Villas ALC for the placement of or to move the satellite dish/antenna the appeal shall be presented to the Board of Directors of the Villas Association in accord with the Villas Association Rules and Regulations, whose decision shall be final, subject to FCC rules concerning appeal to the FCC.

Villa Owners are responsible for the maintenance and repair of the satellite dish/antenna. It shall not fall into disrepair or become a safety hazard.

The original location of the satellite dish/antenna on the Villa Lot is the sole and only responsibility of the Villas ALC and once it is placed as directed by the Villas ALC, and is in compliance with FCC Rules, the SaddleBrooke Villas Association No. 20, Inc. and its officers and agents have no further responsibility or liability arising directly or indirectly from the existence, use, placement, or maintenance of such device, including but not limited to damage caused by any source to such device or the system and components which it serves, or for any increased cost or expense, arising directly or indirectly from the location of the device as directed by the Villas ALC, nor for any adjustment after the original placement.

### **3.6 Exterior Lighting**

Villas ALC Permit required. Owners may install up to three wall-mounted light fixtures described below, provided: (1) prior to applying for a Villas ALC Permit Owner must obtain a Permit from the Pinal County Building and Safety Department, and (2) all electrical work must conform to applicable electrical codes. Permitted wall-mounted lights are the following:

Fixtures must be the same as, or similar to, a Heath/Zenith #SL-5511-BZ (single unit fixture) Motion Sensor Quartz Security Light mounted at a lens height not to exceed 32 inches and designed so that light is focused and maintained downward on the walk.

Wattage must not exceed 100 watts.

Fixtures must be controlled by a motion sensor that turns the light on when motion is detected and turns off when motion is no longer detected.

### **3.7    Storage**

Lawn furniture, barbeques, telescopes and similar items may be placed on the side or rear of the Villas building for a period not exceeding 24 consecutive hours except on days and/or times the Villas Board may designate.

Garden hoses may be stored on the side or rear of the Villas building if neatly coiled and out of sight from the street.

## **SECTION 4**

### **PROHIBITED CHANGES**

The following listed changes or items are **prohibited** in the Villas and Villas Areas:

1. Clothes lines and clothes line poles
2. Tents
3. Trellis, gates, privacy structures, arches
4. Flower pots outside of the patio or front porch under roof
5. Basketball backboards and other types of outdoor recreation equipment
6. Wind Turbines
7. Non-portable barbeques
8. Sola-tube and other skylights not installed by the developer
9. Exterior fireplaces
10. Fountains and birdbaths except on patio
11. Weather stations
12. Bird feeders except Hummingbird feeders on patios
13. Ramadas
14. Spas
15. Flagpoles except for removable poles installed on the Villas building
16. Gazebos
17. Exterior water softeners
18. Modification of developer built walls
19. Ornamentation on building walls except on patio or front porch under roof
20. Evaporative coolers
21. Bug lights
22. Exterior painting other than by the Villas Homeowners Association
23. Solar equipment
24. Wind chimes, bells or any noise making apparatus
25. Awnings
26. Artifacts in lots and common areas
27. Additional landscaping in lots and common areas
28. Exterior lighting except as installed by the developer or pursuant to permitted change as set out in "Permitted Changes" above.

## **SECTION 5**

### **PERMIT APPLICATIONS**

**5.1** Application for a permitted change requires the completion and submission of an HOA #1 ALC Permit Application (available in the Clubhouse) to the Villas ALC along with the required Villas applicable waiver and consent agreement form.

Complete and submit **one** of the two following waiver and consent agreement forms based upon permitted change desired:

1. Approval of **concrete coating** requires the owner to complete and submit to Villas ALC the **“Driveway & Walkway Coatings Special Permit & Waiver”** form (Attachment “A” of this document).
2. Approval of all **other Villas permitted changes** require the owner to complete and submit to the Villas ALC a **“Permit Waiver and Consent Agreement”** form (Attachment “B” of this document).

**5.2** The Villas ALC shall either “Approve”, “Approved as Noted”, or “Disapprove” submitted applications within a reasonable length of time, but no longer than 10 days after submission. “Approved as Noted” means that the Permit is approved as submitted so long as the change(s) noted by the Villas ALC are made. Once approved, the Permit may not be amended or changed without re-application to the Villas ALC. Any change made without Villas ALC approval is a **violation of these Guidelines and may be enforced in accordance with the Rules and Regulations of SaddleBrooke Villas Association No. 20, Inc.**

## **SECTION 6**

### **APPEAL**

**6.1** A Permit Application that is either “Disapproved” or “Approved As Noted” may be appealed to the Villas Board by filing a written notice of appeal with the President or Secretary of the Villas Board within 10 days after the date the “Disapproved” or “Approved as Noted” notice.

The Villas Board shall hear the appeal at their next regular meeting, provided that the meeting is within 30 days from the filing date of the notice of appeal.

If the next regular meeting is more than 30 days from the filing date, a special meeting shall be held and the applicant shall receive written notice of the date, time, and place of the meeting. At the hearing, the applicant may present witnesses, documents or other relevant material which specifically addresses the Permit Application.

The Villas Board shall render its decision no later than 10 days after the hearing by written notice to the applicant via e-mail communication, hand-delivery or United States mail.

The decision of the Villas Board shall be final.

## **SECTION 7**

### **LIMIT OF LIABILITY**

**7.1** Approval of a Permit, including any plans, specifications and information submitted ("Plans"), shall not constitute a representation, warranty or guarantee that such Plans comply with engineering design practices or with zoning or building ordinances, or other governmental regulations and restrictions.

By approving a Permit, neither the Villas ALC, nor any members thereof, the Villas Board, nor any members thereof, assumes any liability or responsibility for any defect in the structure constructed from such Plans. Neither shall any of the aforementioned be liable to any Villas Owner, occupant or any other person or entity for any damage, loss or prejudice suffered or claimed due to: (a) approval, approval as noted, or disapproval of any Plans, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to such Permit or Plans.

## ATTACHMENT A

### *SaddleBrooke Villas Association No. 20, Inc.*

#### DRIVEWAY & WALKWAY COATINGS SPECIAL PERMIT & WAIVER

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

(hereafter the "Owner"), Owner of Lot No. \_\_\_\_\_ of *SaddleBrooke Villas Association No. 20, Inc. as recorded in Cabinet B Slide 110 of the Records Office of Pinal County, Arizona (hereafter the "Villas"), and the Board of Directors (hereafter the "Board") of SaddleBrooke Villas Association No. 20, Inc., an Arizona corporation, (hereafter the "Villas Association")*

The Villas Association hereby grants Owner a permit to: Apply an approved coating to the Driveway/Walkway of the Lot referenced above ("Permitted Item"). Specific details of the approved coating are included herein. In consideration of the granting of such permit the undersigned **Owner agrees:**

1. That the Board and the Villas Association are hereby relieved of and from any and all responsibility or liability for the installation, repair, and maintenance or any other responsibility or liability connected with or arising directly or indirectly from the installation, repair, maintenance, and/or future replacement of the Permitted Item. As provided in the Amended and Restated Declarations of Covenants, Conditions and Restrictions for Saddlebrooke Unit 20 dated November 9, 2001 (hereafter "Villas CC&Rs") the Villas Association shall continue to maintain the concrete structures that form the driveway and/or walkway that may be coated under the terms of this agreement. These concrete structures will be maintained using the same maintenance standards that apply to uncoated driveways and walkways within the Villas. In the event concrete maintenance by the Villas Association results in an entire driveway and/or entire walkway replacement with new concrete, the owner may have the option of leaving the entire new concrete installation uncoated. In the event that future concrete maintenance by the Villas Association results in partial driveway and/or walkway replacement requiring the coating of new concrete, or the coating repair or recoating of concrete previously coated, the Owner agrees to complete such coating repair or recoating within 90 days of notice from the Association complying with the Villas ALC and HOA #1 ALC guidelines in effect at that time
2. That the owner acknowledges and accepts that any driveway/walkway repair costs requested or required by the coating installer prior to installation shall be the financial responsibility of the Owner, unless, in the sole discretion of the Villas Association ALC, Maintenance Committee and the Villas Board, such repairs are deemed to be repairs the Association would normally incur for uncoated driveways/walkways under the terms of the Villas CC&Rs.
3. That the Owner accepts, and specifically releases the Board and the Association of and from any and all liability, claims, causes of action, losses, costs and expenses, or

responsibility arising directly or indirectly from the installation, maintenance or use of the Permitted Item, and agrees to indemnify and hold the Board and the Association harmless of and from any such liability, claims, causes of action, losses, cost, and expenses or responsibility. If in the future, the Villas Association may determine that the Permitted Item needs to be recoated or otherwise repaired due to weathering or other wear and/or deterioration in order to maintain the desired aesthetics of the Villas, the Owner agrees to perform such recoating or repair within 90 days of such written notice, complying with the Villas ALC and HOA #1 ALC guidelines in effect at that time.

4. The installation of Driveway/Walkway coating(s) and the responsibility and liability for all future maintenance, repair or replacement thereof shall run with the Lot and will be reported in disclosure statements when transfer of ownership occurs.

IN WITNESS WHEREOF the parties have executed this Agreement.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

*SaddleBrooke Villas Association No. 20, Inc.*

\*

\_\_\_\_\_  
Villas ALC Chair or Designee

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date \_\_\_\_\_

- \* **IMPORTANT!** Villas ALC Committee Chair is to attach to this Special Permit & Waiver a copy of the Villas ALC and HOA #1 ALC approved "Permit Application" which reflects the concrete coating specifics.

## ATTACHMENT B

### PERMIT WAIVER AND CONSENT AGREEMENT

#### *SaddleBrooke Villas Association No. 20, Inc.*

This agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_,  
(hereafter Owner), owner of Lot No. \_\_\_\_\_ of "SaddleBrooke Villas Association No. 20, Inc. as recorded in Cabinet B Slide 110 of the Records Office of Pinal County, Arizona", (hereafter the "Villas"), and the Board of Directors (hereafter the "Board") of SaddleBrooke Villas Association No. 20, Inc., an Arizona Corporation (hereafter the "Villas Association").

The Board hereby grants a permit to Owner to: \_\_\_\_\_

In consideration of the granting of such permit the undersigned **Owner agrees as follows:**

1. That the Board, and Villas Association Unit, be and is hereby relieved of and from any and all responsibility or liability for the installation, repair, and maintenance or any other responsibility or liability connected with or arising directly or indirectly from the installation, repair, or maintenance of the permitted item.

2. That the Owner accepts, and specifically releases the Board and Villa Association of and from any and all liability, claims, causes of action, losses, costs and expenses, or responsibility arising directly or indirectly from the installation, maintenance, or use of the permitted item, and agrees to indemnify and hold the Board and Villa Association harmless of and from any such liability, claims, causes of action, losses, cost, and expenses or responsibility.

3. The Owner specifically agrees that in the event he/she or they receive a written notice from the Board or Villa Association to remove the permitted item to allow an Association activity or maintenance on Owners premises, or that the Board has determined that the permitted item should no longer be permitted for just cause with such cause specified in the notice to remove, that the Owner will remove such permitted item at Owners expenses and keep it removed until the Association or Board has completed the activity or maintenance and notified the Owner of such completion, or permanently remove the permitted item as the case may be, and that no liability or responsibility of the Board or Villa Association shall arise from such Board or Association notice or action.

If the notice requires permanent removal for just cause the Owner may appeal to the Board by filing a written notice of appeal with the Secretary of the Board requesting reversal of such Board determination within 15 days of receipt of the said notice and the Owner shall be granted a hearing by the Board within 15 days of receipt of such notice of appeal at which the Owner may appear, present evidence, and have an attorney represent him/her or them in such proceeding. The determination by the Board of the Appeal shall be final.

IN WITNESS WHEREOF the parties have executed this Agreement.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

Approved by the SaddleBrooke Villas Association No. 20, Inc.

By: \_\_\_\_\_ ALC Chair or Designee Date: \_\_\_\_\_

By: \_\_\_\_\_ President Date: \_\_\_\_\_