

SUN LAKES VILLAS
ASSOCIATION NO. 46A, INC.

RULES AND REGULATIONS, &
ARCHITECTURAL & LANDSCAPING
GUIDELINDS

October 1, 2004
Revised April 15, 2008
Revised March 10, 2015

Revise and Approved by the 46A HOA
Board of Directors
October 18, 2016
Committee Members:
Bill Lee, Chairman
Don Murphy
Karen Kenyon
Susan Carew

**AMENDED AND RESTATED DECLARATION OF
THE ANNEXATION AND OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SUN LAKES UNIT FORTY-SIX "A"**

Villas Rules. The Villas Board shall be empowered to adopt, amend or repeal, as Villas Rules, such rules and regulations as it deems reasonable and appropriate. Villas Rules shall be effective upon adoption or at such later time as may be specified in the Villas Rules, and shall be binding upon all Owners of Villas Lots. The Villas Rules may include the establishment of a system of fines and penalties enforceable as liens in the same manner as liens for Villas Assessments. The Villas Rules shall not be inconsistent with this Declaration, the Villas Articles or the Villas Bylaws, consistent with the Master Declaration, this Declaration, the Villas Articles and the Villas Bylaws, Villas Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners of Villas Lots, and all other persons having any interest in, or making any use of, the Villas Property. The Villas Rules shall be available to each Owner of a Villas Lot upon request at the principal office of the Villas Association.

This section gives the 46A Board of Directors authority to promulgate and enforce Rules and Regulations for the Villa community.

Sun Lakes Villas Association No.46A, Inc.
24218 South Oakwood Boulevard
Sun Lakes, Arizona 85248

RULES AND REGULATIONS

SECTION 1.

1.1 **PURPOSE:** These Rules and Regulations are adopted and published to aid in the governing of the Unit 46A Villas areas. They are to promote the health, safety, and welfare of the owners, of the residents, and guests on property located in the Unit 46A Villas area, and to regulate use of the Unit 46A Villas areas. In addition, to establish a system of procedures for the assessment of fines for violation of these Rules and Regulations and of the Unit 46A Villas governing documents.

1.2 **CAPTIONS AND TITLES:** All captions, headings and titles of sections of these Rules and Regulations are for the purpose of reference and convenience only and are not deemed to limit, modify, or otherwise affect any of the provisions, or to be used in determining the intent or context of these Rules and Regulations.

1.3 **EFFECTIVE DATE:** These Rules and Regulations and any subsequent amendment of them shall be effective on the date adopted by the Board of Directors of the Villas Association No. 46A, Inc. unless a later date is specified and approved by the Board. These Rules and Regulations may be amended or repealed in part, or in entirety, at any time by a vote of the majority of the members of the Board of Directors.

1.4 **SCOPE:** These Rules and Regulations shall apply to all Unit 46A Villas areas owners, residents, whether a renter or a non-owner permanent resident, and guest using it or upon Villas areas, and owners of property within said Villas No. 46A, Inc. areas are fully responsible for actions of their guests and/or tenants.

1.5 **OFFICIAL VERSION OF RULES AND REGULATIONS:** The Secretary of Sun Lakes Villas Association No. 46A, Inc. shall insure that an accurate and current set of these Rules and Regulations which shall be available for inspection to all owners, renters, and guests of Villas areas property located within the Oakwood Country Club library In Villas 46A information binder.

1.6 **SERVICE OF NOTICE:** Whenever any notice is required by these Rules and Regulations to be served upon any person or entity, the mailing of such notice via U.S. Postal Service Certified Mail, to his/her or its last known address as it appears upon the records of Sun Lakes Villas Association No. 46A, Inc. records which shall be deemed the official mailing address of such person or entity, and shall be deemed an official notice, and receipt of such notice shall be conclusively presumed to be seven days after mailing.

1.7 **AUTHORITY:** Any infraction or claimed infraction of these Rules and Regulations may be initiated by any Villas area owner through the ALC Committee for HOA 3 and/or the Board of Directors of Villas Association No. 46A, Inc. and shall be considered and adjudicated by that said Committee and/or that said Board, provided that the Board of Directors of Villas Association No. 46A, Inc. reserves the right to review, and to affirm, reverse, or modify any such action taken by the said Committee.

SECTION 2.

DEFINITIONS

2.1 "Villas Areas" shall mean all real estate described in the Amended and Restated Declarations of Covenants, Conditions, and Restrictions for Sun Lakes Villas Association No. 46A, Inc., recorded on October 22, 2002 as Documented No. 20021095151 in the Official Records of Maricopa County, Arizona Recorder.

2.2 "Villas Association No. 46A, Inc." shall mean the Arizona Not For Profit Corporation named Sun Lakes Villas Association No. 46A, Inc.

2.3 "Board of Directors" shall mean the Board of Directors of Villas Association No. 46A, Inc.

2.4 "Owner" shall mean the person, or persons, who is/are named as grantee on the deed to the Villas area lot.

2.5 "Permanent Resident" shall mean a person or persons who reside permanently in the home located on the Villas area lot who neither rents nor owns the said lot.

2.6 "Renter" means a person or persons who rents or leases the home on the Unit 46A lot.

2.7 "Guest" means a non-resident of Unit 46A Villas area who is visiting the Villas area at the invitation of and the specific knowledge of the owner, permanent resident or renter.

2.8 "Governing Documents" means the Amended and Restated Declaration referred to in 2.1 above, and the Articles of Incorporation and the Restated By Laws of the Corporation described in 2.2 above, and the Sun Lakes Architectural and Landscaping Guidelines for the Association No. 46A, Inc., adopted in December 2007 and any Amendments or restatements thereof.

2.9 "HOA 3" means IronOaks HOA (phase 3) and it's governing documents.

2.10 "ALC" means the Architectural and Landscape Committee for HOA3 (IronOaks HOA).

2.11 "Step Wall" is the separation wall between the sidewalks leading to the front door of Portofino and Naples models.

2.12 "Wall Décor" decoration of any type attached to outside walls except as defined in 5.3

SECTION 3

3.1 The Owners and all Permanent Residents, Renters, and Guests shall be bound to comply with the governing documents of Villas Association No 46A, Inc.

3.2 Written notification of any violation of governing documents by an Owner, Permanent Resident, Renter, or Guest shall be provided to the Owner which shall specify a day certain no less than 25 days after receipt of such notice in which to correct or remove the violation.

3.3 In the event an owner fails to correct or remove a violation following notice to do so, the owner shall be given written notice of an opportunity to attend a hearing with the ALC Committee for HOA 3 and/or the Board of Directors of Villas Association No. 46A Inc., such hearing to be no less than 15 days after receipt of such notice, and shall also be given notice of intent to impose a specific monetary assessment if a violation is found to have occurred and remains uncorrected, and the Board of Directors authority to impose a sanction as hereafter provided is hereby extended to such Committee.

3.4 At the hearing before the ALC Committee for HOA 3 and/or the Board of Directors of Villas Association No. 46A, Inc., the Owner shall be given the opportunity to present his/her position to the Committee, and may present witnesses, documentation, or other relevant information which specifically addresses the violation in question.

3.5 Within 30 days of conclusion of the hearing, the Owner shall be given written notice of the decision of and any sanctions imposed by the ALC Committee for HOA3 and/or the Board of Directors of Villas Association No. 46A, Inc., and if the decision is adverse to the Owner, the notice shall include notice of the Owner's right to appeal as provided hereunder. Such decision is final unless appealed as specified hereunder provided.

3.6 In the event the Owner wishes to appeal the decision of the Committee, the Owner shall have 10 days from the receipt of the Committee's decision to file a written Notice of Appeal with the Secretary of the Board of Directors. Upon receipt of a timely Notice of Appeal, the Board of Directors shall within 30 days, hold a hearing on the appeal 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 other relevant information which specifically addresses the violation. Following the appeal hearing the Board of Directors shall notify the Owner of its decision in writing within 10 days. The decision of the Board of Directors shall be final.

SECTION 4

PENALTIES AND ASSESSMENTS

4.1 In the event that a violation of the governing documents has been determined to have occurred and remain uncorrected, the Villas Association No. 46A, Inc., by and through ALC Committee for HOA 3 and/or the Board of Directors of Villas Association No. 46A, Inc., has the authority to impose sanctions for violations which may include reasonable fines, assessments, as hereunder set out, and for late charges, and for reimbursement for cost incurred by Villas Association

No. 46A, Inc. and any restitution and restoration costs, late charges, and if imposed shall be a lien upon the Villas area lot of the offending Owner, and result in suspension of the right to vote. In the event that legal or arbitration expenses are incurred by Villas Association No. 46A, Inc., to enforce the provisions of the governing documents of Villas Association No. 46A, Inc., such costs and expenses shall be the personal responsibility of the breaching Owner and may be secured by a lien against the Owner's Villa property to the extent permitted by law.

4.2 The imposition of sanction of monetary assessments shall be reasonably applied and may be combined with voting sanctions and shall range as follows:

- Minimum monetary assessment: \$10.00 and/or \$10.00 for each day that the violation exists or continues.
- Maximum monetary assessment: \$100.00 and/or \$100.00 for each day that the violation exists or continues.
- Minimum suspension of voting sanction: A period not to exceed 60 days.
- Maximum suspension of voting rights: Additional 60-day periods if any violation is not corrected during any preceding voting sanction.

4.3 Following the hearing process, if any monetary sanction is imposed, the amount shall be due and payable immediately to Villas Association No. 46A, Inc. and may be enforced as provided by Section 5 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun Lakes Villas Association No. 46A, Inc., recorded as Document No. 20021095151 in the Records Office of Maricopa County, Arizona or as provided in any amendment thereto or restatement thereof, and as provided in Section 33-1807 of the Arizona Revised Statutes.

4.4 In accordance with Section 33-1803 of the Arizona Revised Statutes, Villas Association No. 46A, Inc. may impose a late charge of no more than the greater of \$15.00 or 10% of the amount of unpaid penalty if payment is made 25 or more days after it is due.

SECTION 5

ADDITIONAL RULES AND REGULATIONS

Pursuant to authority of the governing documents, the following ADDITIONAL RULES AND REGULATIONS are in effect, and in the event of a conflict between these Additional Rules and Regulations and the Architectural and Landscaping Special Guidelines for Villas Association No. 46A, Inc. these Additional Rules and Regulations shall prevail; provided that all improvements currently existing under the ALC permit as of the effective date of these Rules and Regulations, but which would otherwise be prohibited, may continue to exist and are not a violation of such Rules and Regulations.

5.1 Definitions: "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 the portion of the front entry area under roof as constructed by the developer of the Unit 46A Villas area.

5.2 Area on ground outside of the footprint: No Owner or other person at the Owners request shall place, erect or maintain any item(s) on or in the ground outside of the footprint of the building on the Villas area except as follows:

- A. Garden hoses, provided they are neatly coiled and out of sight from the

street.

- B. Low volt, 110 or solar powered navigator lights along the front walkway requires a permit from the ALC Committee for HOA3.
- C. Lawn furniture near rear patio provided they are not left overnight.
- D. No more than two (2) items on concrete or in the aggregate areas in front and two (2) in the aggregate in the rear of each Villa are permitted. Size of items are not to exceed 24"Dia x 48"H.
- E. One satellite dish may be installed at owner's expense, any additional dishes and their support brackets must be removed, holes repaired and painted. A permit from the ALC Committee for HOA3 is required and approval by ALC and Property Manager for size and location. However any items attached directly to the roof invalidates Villas Association No. 46A, Inc. responsibility for maintenance and repairs to the roof. This applies to all present and future owners.
NOTE: Painting of antenna and supporting bracket so that it blends with the Villa is required.
- F. Solar Panels and solar tubes may be installed at owner's expense after approval by the ALC Committee for HOA3 the ALC and Property Manager for size and location. However these items will invalidate Villas Association No. 46A, Inc. responsibility for maintenance and repair of the roof. This applies to all present and future owners.
- G. For safety purposes, because the ceiling of the patio is constructed of interior grade wallboard, barbecue grills when in use must be placed in the aggregate area in the rear or on the side of the Villas patio area. This is a Sun Lakes Fire Dept. request. Grills must be placed on bricks or stepping stones. A patio extension is dependent upon the size of the grill but in no case may exceed 48" x 48". Before beginning, contact the Maintenance Manager for approval.
- H. A flag pole may be installed after approval by the ALC Committee for HOA3 and Maintenance Manager for size and location.

5.3 Address Numbers on the exterior front garage wall shall not exceed six (6) inches in height.

5.4 No signs, flower pots, ornaments, or statues are permitted on top of mail boxes.

5.5 No wall décor is permitted on the outside walls of the Villas. This includes "step walls". Existing wall décor as of this date must be removed prior to change of ownership.

5.6 One Hummingbird feeder is allowed. Seed feeders and other types of solid food feeders are prohibited anywhere.

5.7 Parking Vehicles of Owners and Guests on designated Unit 46A streets must not be allowed to block the street, a neighboring driveway or mailbox. Vehicles parked in driveways must not extend past the gutter line into the street.

Car covers are prohibited. Parking of recreational vehicles will be in accordance with HOA3 Rules and Regulations, permit is required.

5.8 Owners of a villa that is not occupied for a period of time exceeding twenty four (24) hours must shut off the main water valve (outside the front door) so that no water pressure is present in the unit. For extended periods and added safety, water can also be turned off at main control valve for your Villa in the ground behind the mailboxes. Caution: Do not close drains in kitchen or bathrooms in case your outside water valve is turned on accidentally. This will prevent flooding to the interior of your villa.

IN SUMMARY, THE FOLLOWING SERVICES WILL BE PROVIDED BY HOA 46A

- The HOA will provide maintenance of all landscaped areas, including maintenance of grass, shrubs, trees (cut & trimmed), replacement of damaged, diseased or dead trees and plants as well as fertilize, irrigate, replace aggregate and maintain the irrigation systems.
- Provide professional pest control on a scheduled approved by the Board of Directors for common areas and for bee control as required on exterior of each Villa.
- Provide insurance coverage for structure and liability insurance as specified in current insurance policy and as prescribed by governing documents.
- Provide maintenance and repairs of the exterior of homes to include painting, roofs, exterior glass, stucco repairs, concrete repairs to severely cracked or broken sidewalks and driveways, paint and repair of mailboxes.
- Payment of all common area property taxes owned by the Association and Income and Sales Taxes.
- Provide professional management, accounting and bookkeeping services.

NOTE: ANY ITEMS IN QUESTION OR DISPUTE, NOT INCLUDED IN THIS LIST, ARE SUBJECT TO VOTE OF THE BOARD OF DIRECTORS.

IN SUMMARY, THE FOLLOWING ITEMS ARE NOT COVERED BY HOA 46A

- Any problem that is located inside the “footprint” of the villa as defined in Section 5, item 5.1. This includes the garage and patio areas.
- All heating and air conditioning units.
- All gutters and downspouts (none were original structures)
- Any add-on skylight, satellite dish, or anything added, changed or attached to the Villa after the original structure.
- Although it is expressly forbidden for homeowners to plant plants and trees, flowers or shrubbery, any such ('grandfathered') plantings, or any allowed potted plantings, shall in no way be the responsibility of the HOA for any reason and may not be replaced.
- All custom surfaces, painted sidewalks, painted patios and driveways.
- Everything in or on the interior, including damage from a roof leak, unless insurance coverage applies.
- Skylight, chimney or gutter cleaning
- Doors and all screens are the responsibility of each homeowner.
- Any repair, maintenance or replacement of garage doors, openers, control devices or door seals.
- Any item of landscape damaged caused either by homeowner, Permanent Residents, Renters, Guest or Visitors.
- The HOA will be responsible for water supply lines up to the shut-off valve where the plumbing enters the villa. At the shut-off valve and beyond, all plumbing becomes the responsibility of the villa owner - including all piping, valves, fixtures, hose bibs and appliances.
- Any work done by homeowner or their workers without specific approval of the ALC Committee for HOA3 or Villas Association No. 46A, Inc. Board of Directors.
- Damage to any property or structure caused by Owner(s), Permanent Resident Renters, Guests, or Visitors.
- Exterior lights.
- Changing of light bulbs or cleaning of light fixtures attached to exterior or interior of structure.
- Washing of the exterior or interior of windows, sliding doors or screens. Do not wash the ceiling of your patio because it is interior grade wall board and may warp.
- Replacement of smoke detectors or batteries.
- Pigeon control.
- Termite inspections or treatment, or bugs of any kind on the interior of the unit.
- Repair or replacement of concrete patio floors and ceilings as they are within the stem walls described in section 5.item 5.1.
- Paint on the inside walls and ceiling of the patio cannot be changed. The HOA is responsible for these surfaces.