



Welcome to the
Villas 46A



Villas 46A

Homeowners Association

Welcome!

The Villas 46A is a small homeowners association consisting of 118 homes with-in the gated adult community of Oakwood Country Club and existing under offices of the larger IronOaks Homeowners Association (SLHOA3).

The sole purpose of The Villas 46A is to provide a carefree, friendly, secure, low maintenance lifestyle for our members. We are somewhat unique in that our villas offer a single-family home atmosphere in a condo-style environment. Please relax and enjoy

The grounds, the infrastructure, and IronOaks' amenities are owned in common and there-by giving you the privacy of your own home with all the Sun Lakes' benefits. The amenities include golf, restaurants, lakeside views, workout facilities, walking paths, tennis, pool, pickle ball and more.

There is a New Homeowner Information document available on the Welcome Page in the website to familiarize you with some of our ins and outs.

Once again we welcome you,

President
Villas 46A HOA



Villas 46A

Homeowners Association

New Homeowner Information

The Villas 46A is a typical condo homeowners association with typical By Laws, Rules, and Governance structure. You own the interior of your Unit and can do with it pretty much as you like, while the exterior, the roof, the grounds, the infrastructure, and IronOaks' amenities are owned in common and maintained by your dues

If you're new to condos, yes, you'll pay dues to both the Sun Lakes SLHOA3 and Villas 46A, but in exchange you'll be relieved of responsibility for external (outside) maintenance expenses. Most of our homeowners find the Villa living carefree and reasonable.

In this document we have highlighted some of our resources, Our website is also designed to help you get to know the ins and outs of 46A and your Sun Lakes community in general

Board of Directors for Villas 46A HOA

BOARD OF DIRECTORS, December 8, 2017- June 30, 2018

<u>Name</u>	<u>Position</u>	<u>Phone</u>	<u>Email</u>
Ron betti	President	480-313-1086	rannmare@q.com
Mike Meyer	Vice President	602-677-8357	mike7meyer@yahoo.com
Susan Carew	Secretary/Treasurer	480 802-3670	susancar1@msn.com
Julie Anderson	Director at Large	480-313-9055	jujuanderson@yahoo.com
Larry Hanken	Director at Large	480-926-0550	lwhanken@gmail.com

ADMINISTRATION

<u>Name</u>	<u>Position</u>	<u>Phone</u>	<u>Email</u>
Terry Craig	Unit Captain	412- 708-6497	teresalcraig@gmail.com
Bob Deken	Accountant	480-688-2237	bob@tjmaccountingandtaxservices.com
Karen Jorgensen	Transcriber	480-802-4020	kkaren.jorgensen@gmail.com
Tyler Burt	Landscape Mgr.	480-381-8564	tyler@TenantLM.com

Craig Paddock	Maintenance Mgr.	480-469-8772	xbudguy@msn.com
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The Board of Directors schedules at least four meetings per year (open to all owners) to manage HOA business and encourage participation in Villa affairs. Governance Documents, minutes of meetings, current financial reports, and 46A's annual budgets are housed in the Oakwood Country Club Library and are also archived electronically on the Villas' website (<http://villas46a.org>). Every owner's Title Company should have, in their closing package, included a CD containing Governance Documents for both SLHOA3 and 46A. If not, and if having one is important to you (as mentioned above, the information is readily available on-line and in the Oakwood Clubhouse library), contact our Unit Captain for help getting the CD

Iron Oaks Patrol 480-797-6508

If you are a seasonal resident there is an option is to fill out a vacation form at the IronOaks Patrol office when you are going to be gone (either as a seasonal resident or on vacation). The Sun Lakes Patrol will make rounds while you are away and will notify you, or your emergency contact, of any

Unit Captain

Terry Craig (412) 708-6497

The Unit Captain serves as liaison between homeowners and HOA 3. The Captain attends HOA 3 meetings, informs 46A members about current Iron Oaks concerns, and transmits issues raised by 46A owners to HOA3's Board and Management.

Villas 46A Communications

Villas 46A maintains its own Villa-specific site (<http://www.villas46a.org>) and email communication system. The former hosts general information about Villas life, provides ready access to 46A's governing documents, and offers an electronic form for submitting requests to our Maintenance Manager via "*Building Care Requests*" and to our Landscape Contractor via "*Landscape Care Request*". It also contains a feature for opting into our internal-to-the Villas email function. This requires proactively joining the Villas' distribution list, whose security is controlled and maintained by Constant Contact, a pre-paid on-line service by the HOA. By signing up, we will keep you abreast of current 46A news and advised of the HOA's upcoming social and governance-related events.

To supplement information, we recommend that you connect with the Iron Oaks website. Information is continually flowing from and archived by SHHOA3 via its website (<http://www.ironoakshoa.com>) and its "Stay in the Loop" email service (available to subscribing homeowners thru the site's (Stay Informed tab).

Villas 46A and SLHOA3 Member Assessments

Homeowners in the Villas 46A are members of both the Villas 46A Homeowners Association and IronOaks SLHOA3. 46A assessments are due quarterly while the SLHOA3's semi-annually. For current assessment rates and other financial information, contact 46A's Accountant. Assessments are easily and automatically paid on time by signing up for Sure Pay; something almost all 46A owners have done. It greatly simplifies and expedites 46A's fee accounting. For more information or help with Sure-Pay sign-up, contact our accountant,

Insurance

General Liability Insurance, Directors, Officers, and Volunteers Insurance, Fiduciary Liability Insurance, and Property Insurance for the exterior shell of buildings from the unfinished drywall to the outside is paid for by your Villas 46A HOA assessment. A copy of the **Certificate of Insurance** can be obtained by contacting Foothills Insurance Company at info@foothillsinsurance.com . Your request should include your name, address, Villas 46A lot #, and both your telephone and fax numbers. They will also need (if applicable): The name and address of loan company including phone and fax numbers along with the loan number.

For additional information call: 480-759-1970.

It is, however, very important that you secure home/property insurance covering your unit from the drywalls in. The policy should cover the unit's contents, personal property, exterior deductibles and liability.

Helpful Phone Number

Cable TV/Network Access	Orbitel	480-895-8084
Directv	AT&T (Directv)	1-800-531-5000
Dish TV	Dish TV	1-855-318-0572
Electric	Salt River Project (SRP)	602-236-8888
Fire Department	Sun Lakes Fire Department	480-895-9343
Gas	Southwest Gas	480-730-3610
Iron Oaks ALC	Architectural Dept. Oakwood Country Club	480-802-2776
Patrol	Sun Lakes Patrol	480-797-6508
Sheriff	Maricopa County Sheriff Department	602-876-1011
Sheriff Posse	Sun Lakes Sheriff ' Posse	480-895-8751
Stone and Barrel	Oakwood Country Club	480-317-3605
Sun Lakes Concierge	Oakwood Country Club	480-895-7275
Telephone	CenturyLink	1-866-963-6665

Tenant Land Management	Emergency (add extension #2)	480-381-8564
Trash	Republic Services (Mark Rodermund Acct. Rep)	602-237-2078
TV (DSL)/Internet Access	CenturyLink	1-866-963-6665
Waste	Pima Utility Company	480-8951366
Water	Pima Utility Company	480-8951366
Water Emergency	Pima Utility Company	480-895-5009

The Villas 46A website also contains a list of helpful phone numbers

Trash and Recycling Pick-Up

Trash pick-up is contracted and paid for by your assessment. Pick-up is early every Tuesday and Friday morning. You may place your trashcan at curbside after 6 PM the evening before the scheduled pick-up day. On the day of pick-up, please retrieve your can as soon as possible. Trash cans should be stored in your garage.

Recycling is available for a monthly charge of \$7.00 for pickup weekly on Wednesdays.

A sign-up form can be found on our website and quarterly payments need to be made by Sure Pay. As a no charge alternative, you may carry your materials to recycling bins located at, and maintained by, the Sun Lakes Sheriff’s Posse, Riggs Road and Pima Place (<http://www.sunlakesposse.org>). It is staffed by volunteers and open for recycling daily.

Outside Property Care and Maintenance

The Association’s Maintenance and Landscape contracts, paid for with your assessment, manages exterior maintenance of the Villas 46A. This includes, landscaping, painting, roof repair, and other outside property necessities administered by the Association. A listing of what is covered and not covered is available on our website. If you see an urgent situation (water spouts or a puddle forms where it should not be), call the Landscape or Maintenance Manager. Non-emergency requests regarding outside property care can be submitted online by filling out our Maintenance Manager via “*Building Care Requests*” and to our Landscape Contractor via “*Landscape Care Request*”. Remember to turn off the main water supply to your unit when leaving for vacation or the season.

Sure Pay

Our quarterly HOA dues are due every January, April, July, and October. Did you know that by signing up for Sure Pay you could save both the HOA and yourself time money and hassle.

With Sure Pay, your quarterly payment is automatically deducted from your

checking account. No more bills to pay, checks to write, envelopes to mail. At the same time there is no need for your HOA to prepare and mail you a statement and subsequently process the mail, deposit your check and make a journal entry. Enrolling in Sure Pay is quick and easy and in addition, very safe..

When Permits are required

Our houses can be our castles and lo and behold we always seem to want to fix them up or do something new. On the inside we can do most everything, but, unfortunately, the Community CC&Rs limit what we can do or what can be done on the outside. But we also must have a permit. There is a list of items which require permits on our website. You can also download the Villas 46A permit form.

A permit can be a two step process. First you must obtain a signed permit from the Villas 46A HOA for only the items listed in the first section. (the form is available below or on our web site). Secondly you must always obtain the SLHOA3 ALC Permit Request Form from the SLHOA3 Architectural Landscape Department.

Rules and Regulations

It is recommended that you formalize yourself with our CC&Rs and as with most HOAs we have published a set of Rules and Regulations. Both of these documents are available on the Villas 46A website.

Pet Owner Etiquette

If you have pets, we ask that you please clean up after them. Dogs must ALWAYS be on a leash and are not allowed to roam on the grassy areas that comprise the backyards of Villas homeowners. Coyotes are occasionally seen on the property, so keep pets protected.

The HOA Board Members, Administration Staff and Unit Captain are happy to help with concerns/questions. Villas 46A is a wonderful neighborhood because we strive to work together, look out for each other, and join in Unit activities.

WELCOME, Neighbor!

Homeowner Coverage

THE FOLLOWING SERVICES WILL BE PROVIDED BY THE VILLAS 46A HOA

- 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 A VOTE OF THE BOARD OF DIRECTORS.

THE FOLLOWING ITEMS ARE NOT COVERED BY THE VILLAS 46A HOA

- 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 wallboard 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.

As a general rule, any item with is subject to normal wear and tear is not covered by the HOA



Villas 46A
Homeowners Association



Our quarterly HOA dues are due every January, April, July, and October. Did you know that by signing up for Sure Pay you could save both the HOA and yourself time money and hassle.

With Sure Pay, your quarterly payment is automatically deducted from your checking account. No more bills to pay, checks to write, envelopes to mail. At the same there is no need for your HOA to prepare and mail you a statement and subsequently process the mail, deposit your check and make a journal entry. Enrolling in Sure Pay is quick and easy and in addition, very safe..

If you are interested in Sure Pay, please print out this document and fill in the application. You will need to include a voided check so we can initiate the quarterly billing to your account.

Mail the documents to:

Bob Deken, Accountant
9530 E Sunridge Dr
Sun Lakes AZ 85248-6007

First Name: _____ Last
Name: _____

Street Address: _____ Lot #: _____

Phone Number: _____

Email: _____

By submitting this form, I agree to quarterly billing on my designated account

The recycle program and payment is only processed only by **Sure Pay**.



Villas 46A
Homeowners Association

RECYCLE TRASH CONTRACT

Optional recycle service is available for Villas 46A Homeowners through Republic Services. The cost for the recycle service is \$7.00 per month payable quarterly only thru automatic checking account deductions. A 36 gallon blue container with light blue covers will be supplied to the subscribers for weekly pickup.

The cost of the recycle is based on a first year annual subscription. Due to expense of delivery and recovering the container, "stop/starts" are not permitted. Cancellation can be requested after the 1st year, to take effect at the end of the current quarter.

If you are interested in the recycle serve, please print out this document and fill out the application and mail it to:

Bob Deken, Accountant
9530 E Sunridge Dr
Sun Lakes AZ 85248-6007

If you are already on **Sure Pay** for you quarterly HOA assessments, no other action is required. However, if not, you will need to include a voided check so we can initiate the quarterly recycle billing to your account. The recycle payment is processed only by **Sure Pay**.

First Name: _____ Last Name: _____

Street Address: _____ Lot #: _____

Phone Number: _____

Email: _____

By submitting this form, I agree to quarterly billing on my designated account



Villas 46A
Homeowners Association

RULES AND REGULATIONS

(Includes Architectural & Landscape Guidelines)

Revisions 3
October 18, 2016

Forward:

Section 3. (h) of the CC&Rs gives the 46A Board of Directors authority to promulgate and enforce **Rules and Regulations** for the Villa community.

Amended and Restated Declaration of the Annexation and of Covenants, Conditions and Restrictions for Sun Lakes Unit 46a

3. (h) 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.

Revised and Approved by the Villas 46A HOA Board of Directors October 18, 2016

Committee Members:

Bill Lee, Chairman

Don Murphy

Karen Kenyon

Susan Carew

Original Prepared October 1, 2004

Revision 1, April 15, 2008

Revision 2, March 10, 2015

Revision 3, October 18, 2016

RULES AND REGULATIONS

SECTION 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.
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
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.
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.
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.
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.
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

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. "Villas Association No. 46A, Inc." shall mean the Arizona Not For Profit Corporation named Sun Lakes Villas Association No. 46A, Inc.
3. "Board of Directors" shall mean the Board of Directors of Villas Association No. 46A, Inc.
4. "Owner" shall mean the person, or persons, who is/are named as grantee on the deed to the Villas area lot.
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.
6. "Renter" means a person or persons who rents or leases the home on the Unit 46A lot.
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.
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.
9. HOA 3 means IronOaks HOA (phase 3) and it's governing documents.
10. ALC means the Architectural and Landscape Committee for HOA3 (IronOaks HOA).
11. Step Wall is the separation wall between the sidewalks leading to the front door of Portofino and Naples models.
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

- 5.1.** 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. Rules and Regulations 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
- 5.2.** 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
- 5.3.** 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
- 5.3.1.** Garden hoses, provided they are neatly coiled and out of sight from the street.
- 5.3.2.** Low volt, 110 or solar powered navigator lights along the front walkway requires a permit from the ALC Committee for HOA3.
- 5.3.3.** Lawn furniture near rear patio provided they are not left overnight.
- 5.3.4.** 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
- 5.3.5.** 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.

5.3.6. 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.

5.3.7. A flag pole may be installed after approval by the ALC Committee for HOA3 and Maintenance Manager for size and location.

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

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

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 5.2. 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, replacement door frames. 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.

As a general rule, any item with is subject to normal wear and tear is not covered by the HOA

