



RULES & REGULATIONS

Revised by the Bridge the Gap Team, February – July 2023

Approved by the Board of Directors
August 30, 2023

Change Log for RRC documents

<u>Approved</u>	<u>Section</u>	<u>Change Description</u>
2/17/2021	10.06	Estate sale rules consistent with HOA1
12/17/2021	10.07	Trailers added to dumpsters for the section
5/31/2022	10.02	Pets oversight referred to ALC Guidelines
8/30/2022	5.03	RV parking rule revision

Change Log for both ALC and RRC documents

<u>Information located in ALC guidelines</u>	<u>Information located in R & R</u>
Flags on stand-alone poles	Signs
Flags - removable/attached to the house flag poles	Flags not flown on a flagpole
Lighting – installation, strength, type	Leases
Lighting – rules for usage (hrs. of operation)	Recreational Vehicles
Yard Art – mini flags, house numbers, tiles on rocks	Commercial Vehicles
Holiday Decorations & Lighting	Pets
	Nuisances/Speakers
	Garbage Containers
	Parking on Streets

The Bridge the Gap Team met from February through July 2023. With concurrence from the Rules & Regulations Committee (RRC) and the Architecture and Landscape Committee (ALC), the Bridge the Gap Team recommended the following nine changes to the HOA#2 Board. After a 21-day Resident Comment Period (7/24 through 8/12), the changes were sent to the HOA#2 Board for approval.

<u>Approved</u>	<u>Article/ Section</u>	<u>Change Description</u>
8/30/23	II Section 2.03	Conforms to ARS 33-1806.01C
8/30/23	V Section 5.02	CC&R rules for parking, promote awareness
8/30/23	VII Section 7.12	ARS and Federal ADA compliance/clarity
8/30/23	X Section 10.02	“Rules for Pets’ in one location/clarity
8/30/23	X Section 10.05	Waste containers clarified
8/30/23	X Section 10.09	Safety and increased awareness
8/30/23	XI Section 11.04	All signage rules now part of RRC
8/30/23	XII	Eliminate the requirement to conform to ARS
8/30/23	XII	Addition from ALC for citation/fines

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ARTICLE I GENERAL

Section 1.01 Purpose & Scope

- A. These Rules and Regulations (Rules) are established to aid in the governing of SaddleBrooke Homeowners' Association No. 2, Inc. (SBHOA#2) and to promote the health, safety, and welfare of SBHOA#2 members, owners, renters, guests, and employees.
- B. The Rules are intended to provide guidelines for the appropriate use of SBHOA#2's Common Areas and facilities as well as for the personal conduct of members, owners, renters, guests, contractors, employees, and visitors within the boundaries of SBHOA#2.
- C. The Rules shall complement but are subordinate to federal, state, and county laws and the Covenants, Conditions, and Restrictions (CC&Rs) for SBHOA#2 (see www.sbhoa2.org).
- D. The Rules establish procedures for the enforcement and assessment of fines, sanctions, and penalties.

Section 1.02 Captions and Titles

All captions, titles, or headings of the Articles, Sections, and Paragraphs in the Rules are for the purpose of reference and convenience only. They are not to be 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 1.03 Definitions of Terms

- A. **Assessment:** Special assessments, special use fees, or any other fees approved by the SBHOA#2 Board.
- B. **Associate Member:** Any individual(s) living in the home in addition to the two Members.
- C. **Board:** Duly elected Board of Directors of SBHOA#2.
- D. **Common Areas:** Generally, those portions of SBHOA#2's real property and facilities that are owned by, or held for the benefit of, SBHOA#2 and are not part of any residential lot.
- E. **Community Service Fee (Dues):** A yearly fee paid to SBHOA#2 for the maintenance of SBHOA#2 Common Areas, amenities, and salaries.
- F. **Dwelling Unit:** Any building or portion of a building, situated upon a lot or parcel which is designed and intended for use and occupancy as a residence by a single family. A home and Casita on the same lot are considered a dwelling unit.
- G. **Facilities:** Common Area recreational centers, dining, administration, and amenities.
- H. **General Manager:** The **General Manager** of SBHOA#2, or the management company or their designee(s) or the Board-approved designee(s).
- I. **Guest:** A non-resident friend or relative of a member/owner, associate member or renter who is visiting SBHOA#2 at his/her personal invitation.
- J. **Homeowner (Owner):** Person(s) who is/are named on the deed of the home.

- K. **Member:** Any person or entity that owns a lot in SBHOA#2 that does not constitute exempt property as defined in SBHOA#2 governing documents.
- L. **Membership:** Each lot in SBHOA#2 is entitled to one membership, which is shared by all joint members/owners. For voting purposes, each member is allowed one vote with no fractional votes allowed.
- M. **Membership Privileges:** Voting rights of a member/owner and his/her right to use Common Area recreational facilities and amenities.
- N. **Patrol:** SBHOA#2 employees who, among other duties, assist in the enforcement of SBHOA#2 Rules.
- O. **Qualified Renter (Renter):** A person or entity renting or leasing a home owned by a member/owner and has obtained a SaddleBrooke Homeowners' Association #2 Renter Card (Renter Card) by registering with the SBHOA#2 Administration Office.
- P. **Resident:** Each buyer is under a recorded contract of the property, provided the buyer is actually residing on the property or each owner/renter actually residing on the property or members of the immediate family of each owner/renter actually residing on the property.
- Q. **Robson Communities, Inc: Declarant of the CC&Rs for SBHOA#2**
- R. **SBHOA#2:** The Arizona non-profit corporation named SaddleBrooke Homeowners' Association #2 Inc. All properties within boundaries defined by the CC&Rs for SBHOA#2. This includes roads, residential lots, community buildings, golf courses, and Common Areas.
- S. **Service Animals:** Those specifically trained, and so identified, to assist persons with disabilities.

Section 1.04 Effective Date

These Rules and any subsequent amendments shall be effective on the date adopted by the Board unless a later effective date is approved. These Rules may be amended or repealed in whole or in part by a majority vote of the Board.

Section 1.05 Official Version of the Rules

SBHOA#2 shall maintain a current and accurate set of the SBHOA#2 Rules & Regulations.

Section 1.06 Code of Conduct

- A. To ensure the tranquility of the SaddleBrooke community and the enjoyable use of Common Areas and facilities therein, the following willful misconduct will not be permitted by member/owner, associate member, renter, guest, or employee (for further clarification see SBHOA#2 Code of Conduct Policy).
- B. Disciplinary measures may include but are not limited to, suspension of membership privileges and/or monetary fines. These penalties will be imposed at the discretion of the Board.
- C. The Board, General Manager, or their designee is authorized to investigate any reported violation of the Code of Conduct and will notify the accused party in writing of any proposed disciplinary action.

ARTICLE II MEMBER/OWNER, ASSOCIATE MEMBER, QUALIFIED RENTER (RENTER) AND GUESTS

Section 2.01 Member/Owner

- A. For age restrictions, refer to the SBHOA#2 Governing Documents.
- B. Each member/owner is entitled to a membership card showing he/she is a member of SBHOA#2. This allows members to use the facilities as long as he/she meets the dues stipulations in Section 2.01D below.
- C. When using the facilities, a member/owner must have a valid membership card in his/her possession at all times and must comply with all Rules applicable to the facility being used.
- D. The annual dues are based on one or two members/owners per dwelling unit. If more than two people are named on the deed, an additional annual assessment of one-half of the annual dues will be charged for each additional owner over two owners. If the additional member is determined, by the Board in its sole discretion, to be physically unable to use the facilities, the dues for that member are waived,
- E. The dues and any additional fees for owners in excess of two may be paid on an annual or semi-annual basis.

Section 2.02 Associate Member

- A. When more than two people reside in the dwelling unit and any of them has reached his/her nineteenth birthday, he/she must apply for associate membership. If the additional member is determined, by the Board in its sole discretion, to be physically unable to use the facilities, the dues for that member are waived. The Board, in its sole discretion, shall decide when an additional person is "residing" in a dwelling unit.
- B. For age restrictions, refer to the SBHOA#2 governing documents.
- C. An associate membership may be purchased by the member/owner at the SBHOA#2 Administration Office for one-half of the dues. This fee may be paid on an annual or semi-annual basis, as are the dues.
- D. When using the facilities, an associate member must at all times have a valid associate membership card in his/her possession and must comply with all Rules applicable to the facility being used.
- E. Associate members are required to comply with the Rules. Members/owners are liable for any fines or penalties resulting from associate members violating any of the Rules.
- F. Associate members may use all facilities available to and under the same conditions as members/owners.

Section 2.03 Qualified Renter

- A. Members/Owners renting their property must provide the information to the HOA2 administrative office, following the requirements listed below:
- B. Renters must meet SBHOA#2's age requirements. To ensure this, the Renters must show government-issued identification that bears a photograph and confirms the age requirement is met.
- C. Members/Owners must provide the following information regarding the Renters:
 - 1. Name and contact information for any adults occupying the property.
 - 2. The time period of the lease, including the start and completion dates.
 - 3. The description and license plate numbers of the Tenant's vehicles.
- D. Members/Owners must surrender their Membership Cards and relinquish their right to use SaddleBrooke facilities while Renters occupy their property.
- E. Renter Cards allow the Renter to use all SaddleBrooke facilities.
- F. All Members/Owners' financial obligations to SBHOA#2 must be settled before Renter Cards can be issued. There must be no outstanding Rules and Regulations violations or ALC violations on the property.
- G. One Renter Card may be purchased for each Member/Owner Membership Card surrendered. If only one person owns the rental property and two people rent the property, then two renter cards may be purchased. Additional Renter Cards may be purchased at a cost of one-half the annual Community Service Fee (prorated into monthly installments) for any 30-day rental period or portion thereof. A maximum of two additional renter cards may be purchased.
- H. Members/Owners are responsible for making their Renters aware of the Rules. Members/Owners are liable for any fines or penalties resulting from Renters violating any of the Rules.

Section 2.04 Guests

- A. Members/owners are responsible for making guests aware of the Rules. Members/owners are liable for any fines or penalties resulting from guests violating any of the Rules.
- B. Guests are ineligible for membership in SaddleBrooke clubs and organizations.
- C. Guest cards may be obtained by a member/owner, associate member, or renter at the SBHOA#2 Administration Office. These cards are issued for a maximum of 15 days and can be renewed for an additional 15 days during any 12-month period. No further cards will be issued to that guest during that period.
- D. If a member/owner, associate member, or renter will be out of town and expecting a guest, the resident must obtain a guest card prior to departure.

- E. A guest must have a valid guest card in his/her possession unless accompanied by a member/owner, associate member, or renter. A guest must comply with all Rules applicable to the facility being used.
- F. The Board or General Manager may restrict the use of any facility or the attendance of guests at any function or activity.
- G. Guests under the age of 18 may use the facilities when accompanied by an adult resident or adult guest with a valid guest card. However, no one under the age of 18 can use the spas and/or the fitness center.

ARTICLE III ENFORCEMENT

Section 3.01 Authority of the Board, Board Committees, General Manager, and Patrol

- A. The members of SBHOA#2 and all others using SBHOA#2 facilities shall be bound to comply with all governing documents of SBHOA#2. SBHOA#2, through its Board, shall promulgate and enforce the Rules.
- B. Authority of the Board or Board Committees:
 - 1. Any authority granted to the Board or Board Committees under the Rules may be exercised by a majority of the members present at a meeting of the Board or Board Committees where a quorum is present.
 - 2. It is the intent of the Board that these Rules be administered by the Rules and Regulations Committee (RRC); however, the Board reserves the right to review any action or recommendation of the RRC.
- C. The General Manager and/or Patrol are authorized to ensure compliance with the Rules.

Section 3.02 Notice of Violation

A written notice will specify the particulars of the violation [date, place, and name of witness(es) to the violation]; the corrective action, if any, that must be taken; the fines and/or penalties that may be imposed if the violation is not corrected and the date on, or before, that the violation must be corrected.

Section 3.03 Service of Notice of Violation

A written Notice of Violation of any rule by a member/owner, guest or renter must be served on a member/owner or entity.

The mailing of such notice to his/her last known address as shown on the records of SBHOA#2, or personal delivery to the member/owner or entity, shall be deemed sufficient notice.

Section 3.04 Appeal to RRC

- A. SBHOA#2 may, after written notice and opportunity for a hearing to the member/owner, impose sanctions for violation of its governing documents which may also include, but not limited to, restitution, restoration and/or reimbursement of any costs incurred by SBHOA#2.

- B. In the event a member/owner fails to correct or remove the item in violation within the time specified on the written notice to do so or in the event of receipt of another type of violation notice, the member/owner shall be given the opportunity to appeal the violation at a hearing with the RRC within ten days of receipt of the violation notice.
- C. At the hearing, the member/owner shall be given the opportunity to present his/her position to the RRC. The member/owner may present witnesses, documentation or any other relevant information which specifically addresses the violation(s) in question.
- D. The RRC shall reach a decision and notify the member/owner within 30 days following the hearing.

Section 3.05 Appeal to Board

- A. If the member/owner wishes to appeal the RRC's decision, the member/owner shall have 21 days from receipt of the decision to appeal in writing to the Board.
- B. The appeal shall contain the name, address, and telephone number of the appellant; the date of the RRC hearing; the substance of the decision which is being appealed and the grounds for the appeal.
- C. The Board will review the appeal and notify the appellant, in writing, of its final decision within ten days.

ARTICLE IV TRAFFIC

Section 4.01 General

Traffic regulations are relevant to all vehicles within the boundaries of SBHOA#2, which include, but are not limited to, the following: automobiles, trucks, golf carts, recreational vehicles, trailers, campers, motorcycles, bicycles, and any motorized vehicles.

Section 4.02 Moving Violations

A. Speeding

It is a violation to exceed posted speed limits within the boundaries of SBHOA2 #2. When a Common Area does not have a posted speed limit, the following will prevail:

1. 25 miles per hour (MPH) in residential Common Areas.
2. 10 MPH in driveways and parking lots of the MountainView, DesertView, The Preserve complexes, and other community buildings.

B. Failure to Obey Stop Signs It is a violation when a driver of any vehicle fails to come to a complete stop behind a posted stop sign prior to proceeding into any intersection. This includes stop signs on golf cart paths. Drivers must yield to vehicles and pedestrians already in an intersection.

C. Arizona Vehicle Laws All residents and their guests or renters are obligated to obey all Arizona State Laws. Golf cart drivers and bicyclists must obey the same traffic laws as drivers of other vehicles. As stated in the Arizona Department of Transportation regulations, the following also apply to bicyclists:

1. Do not carry more people than the design of the bicycle permits.
2. Do not ride more than two bicycles side-by-side.
3. Ride as near to the right side of the road as possible.
4. Use proper hand signals.
5. After dark, a white headlamp beam must be visible from 500 feet and a rear reflector is required.

Section 4.03 **Pedestrian(s) on Roadways**

- A. If sidewalks or footpaths are provided, a pedestrian shall not walk on an adjacent roadway.
- B. If sidewalks are not provided, a pedestrian walking on a roadway shall walk, when practical, facing traffic that may approach from the opposite direction.
- C. A person shall not stand in a roadway for the purpose of soliciting a ride from a driver of a vehicle.

Section 4.04 **Golf Cart Driver Age Restrictions**

It is a violation to allow anyone under the age of 16 to operate a golf cart in SBHOA#2.

Section 4.05 **Hands-Free Device** Drivers must conform to Arizona Revised Statutes (ARS) 28-914. Generally, a person may not operate a motor vehicle on SaddleBrooke streets, while holding a portable communications device, or send or read any text-based communications. Refer to the Statute for additional specific information.

ARTICLE V PARKING

Section 5.01 **Definitions**

- A. **Parked Vehicle:** An unattended/unoccupied vehicle.
- B. **Designated Parking Common Areas:** Paved driveways in front of private garages, parking lots, and streets in SBHOA#2.

Section 5.02 **Violations**

- A. **Fire Lane:** It is a violation to park a vehicle in designated fire lanes.
- B. **Fire Hydrant:** It is a violation to park within 15 feet of a fire hydrant.
- C. **Disabled Spaces:** ...in accordance with Arizona Revised Statutes (ARS) 28-884. It is a violation to park in a space designated for disabled parking without displaying Disability Parking Identification. State law says the car must have both a sticker/tag AND be transporting a handicapped person in the vehicle.
- D. **Private Property:** It is a violation to park a vehicle or trailer on private property other than on an owner's lot, without the approval of the Board or its designated representative. Parking is limited to designated parking Common Areas. Employees of SBHOA#2 or RCI are exempt during the course of their duties.
- E. **Parking Lot Common Areas Not Stripped for Parking:** It is a violation to park any vehicle in a Common Area not stripped for parking.

- F. **Unsafe Locations:** It is a violation to park any vehicle in an unsafe manner anywhere in SBHOA#2. An unsafe manner is one that hinders: (1) the view of drivers approaching an intersection; (2) the ability of drivers to drive in a safe manner or (3) blocks drivers from exiting their driveways. Vehicles parked in the driveway must not extend past the driveway onto, into, and/or over the street or pedestrian pathway/sidewalk.
- G. **Streets:** All vehicles (except RVs which are covered under Section 5.03) must be kept in private garages and/or other designated parking Common Areas. Parking on streets for SBHOA#2 events, private or unit social events, or by guests of the member/owner, is permitted temporarily.
- H. **Street Parking:** Parking on SBHOA#2 streets is not permitted between the hours of midnight and 5:00 a.m. unless authorized in advance by the General Manager or his/her designee. If authorized in advance and a parking permit has been issued, this parking permit must be visible through the front windshield.
- I. **Golf Carts:** It is a violation to park any other type of vehicle in a golf cart-only space. Only golf carts may be parked in spaces so designated.
- J. **Vehicle construction:** No motor vehicle of any kind shall be constructed, reconstructed, or repaired upon any lot, parcel or street, or other Common Areas in SBHOA#2 unless it is an emergency.
- K. **Inoperable vehicles:** No inoperable vehicle may be stored or parked so as to be visible from neighboring property or to be visible from Common Areas or streets.
- L. **Garage parking:** The parking of motor vehicles in any condition is allowed in garages.
- M. **Other parking Common Areas:** The parking of motor vehicles is allowed in other parking Common Areas in SBHOA#2 so long as the vehicle is in good operating condition and appearance and is not under repair.

Section 5.03 **Recreational Vehicles (RVs) and Utility Trailers**

- A. **Definition:** A Recreational Vehicle includes, but is not limited to, the following: a bus or chassis conversion for recreational purposes, motor home, 5th wheel, trailers of any type, truck camper, or a combination thereof that is used for personal recreational purposes.
- B. **Utility trailers:** Utility trailers will be subject to the same regulations as RVs.
- C. **RVs in Street or on Driveway:** RVs owned by residents, qualified renters or their guests must be parallel parked on the street in front of the resident's property or in their driveway. If parked in the driveway, no part of the RV may extend past the driveway onto, into, and/or over the street or pedestrian pathway/sidewalk. Resident and guest RVs may be parked as described above for a maximum of three 'daytime periods' and two 'nighttime periods' within a seven-day period at the beginning of the parked period. If authorized in advance by the General Manager or his/her designee, a parking extension may be requested for up to one period of time that includes up to one daytime and one nighttime period as defined below. For purposes of this section, the SaddleBrooke 2 Patrol is a designee of General Manager.

- D. Parking time period extensions: A time period extension parking permit must be visible through the front windshield of the RV or posted at the entry door. No more than 4 parking extensions will be allowed per resident each calendar year. The daytime period is from 6:00 a.m. to 10:00 p.m.; the nighttime period is from 10:00 p.m. to 6:00 a.m.
- E. Guest RVs: Guest parking will be charged against the resident's available parking times.
- F. No RVs in Parking Lots: It is a violation to park an RV in an SBHOA#2 parking lot overnight without prior permission of the General Manager or his/her designee.
- G. RV slide-outs: RV extension slide-outs are not allowed to extend into the street or sidewalk at any time.
- H. Safety cones or triangular reflectors: Residents and guests must provide a minimum of three of their own orange or green reflective cones or triangular reflectors that must be placed around the RV at all times while parked in the roadways. The reflective cones or triangular reflectors must be placed at the front and rear corners and the side that is nearest the middle of the roadway.

Section 5.04 Commercial Vehicles

- A. Definition of a Commercial Vehicle: Any car, truck, trailer, tractor, recreational vehicle, or a combination thereof that has lettering visible to the public which advertises any business or for-profit organization.
- B. Violation: It is a violation to park any commercial vehicle overnight on any street, parking lot, residential lot, driveway, or Common Area within SBHOA#2. Commercial vehicles used while doing business in SaddleBrooke may be parked while doing that business only and may not be parked overnight. Per current SBHOA#2 governing documents, commercial vehicles owned by RCI and its designated representatives are exempt.

Section 5.05 Public Service and Public Safety Vehicles (PSVs). These vehicles are required to be available at designated times at a person's residence as a condition of his/her employment. The resident must be employed by a public service corporation regulated by the Arizona Corporations Commission, the Department of Public Safety, or a municipal utility.

Section 5.06 Sidewalks. The use of sidewalks is for pedestrians only. Blocking of sidewalks is prohibited.

ARTICLE VI POOLS, SPAS, SPORTS, AND FITNESS FACILITIES

Section 6.01 Pools, Spas and Pool Common Areas

- A. Only SaddleBrooke members/owners, associate members, renters, or their guests shall be allowed to use the pools, spas, and pool Common Areas. They must have a valid SBHOA#2 membership card (membership, associate membership, renter, or guest card). (If a guest is accompanied by a host with a valid SBHOA#2 membership card, a guest card is not required.) It is a violation for a resident to give his/her key or access codes to others. A maximum of six guests for each SaddleBrooke member/owner, associate member or renter is allowed at any time unless otherwise previously authorized by the Board or its designee.
- B. The pools, spas, and pool Common Area hours may vary seasonally and are posted at the entrance gates at each facility, which also includes the hours children under the age of 18 may use each pool. In addition, at the DesertView pool certain time periods are designated lap swimming only in all six lanes and these hours, which may vary, are posted on the Bulletin Board near the lap lane sign-in sheet. After these hours, lap swimming is allowed in designated lanes and the remainder of the pool is open for other recreational use.
- C. Lap swimming is allowed in the MountainView lap pool and the designated lanes in the DesertView and The Preserve pools. Detailed information regarding lap pool usage and pool etiquette is posted on the signs at each pool. No person under the age of 18 is allowed in the MountainView lap pool or the designated lap swimming lanes at the DesertView pool unless otherwise authorized by the Fitness Center Administrator or if during the SaddleBrooke Swim Club (SSC) practice, is authorized by the SSC coach on deck.
- D. At least one designated adult must accompany any person under the age of 18 in the pools and pool Common Areas. No person under the age of 18 is allowed in the spas. During children's hours at each pool, small toys are permitted provided they are not used in a disruptive or dangerous manner. The accompanying adult will be responsible for the proper use of these toys and all actions of their guests. Arm flotation bands or flotation vests for small children are allowed when accompanied by an adult in the pool.
- E. Scheduled classes, as posted, have precedence over recreational swimming.
- F. Pool users must shower before entering the pools or spas.
- G. Proper swim attire is required. No cutoffs, jeans, diapers, swim diapers of any kind, or tight-fitting rubber/plastic pants are allowed in the pools. Children who are not toilet trained are not allowed in the pools.
- H. No diving from the pool deck is allowed at any of the SBHOA#2 pools. Diving from the starting blocks at the DesertView pool is only allowed during swim club practices and/or events.
- I. Pool users may not use air mattresses, large flotation devices, or more than two noodles. No flotation devices of any kind are allowed in the spas.
- J. No smoking, including electronic cigarettes, is permitted within the boundaries of all SBHOA#2 pool Common Areas.

- K. No pets are permitted in any pool Common Area at any time except for service animals.
- L. No glass is allowed in the pool Common Areas at any time. Food and/or alcoholic beverages are only allowed if provided by an SBHOA#2 kitchen or during events approved by the Board or its designee. Non-alcoholic beverages in plastic or metal containers are permitted.
- M. If a violation of this section is observed, fitness center personnel should be notified (or the SaddleBrooke Patrol if fitness center personnel are not available).

Section 6.02 **Sports and Fitness Facilities**

- A. Alcoholic beverages may not be brought into any of the SBHOA#2 facilities including on the golf courses. SBHOA#2 must furnish all alcoholic beverage services.
- B. No person under the age of 18 is allowed in the SBHOA#2 Fitness Centers.
- C. Appropriate workout attire is required in fitness centers. Regular gym attire is preferred. No cut-offs. No bare midribs. Any type of athletic shoe is acceptable, as long as the heel and toe are enclosed. No sandals or flip-flops. A staff person must approve any exception.
- D. Members/owners, associate members, renters, and their guests using any SBHOA#2 fitness center equipment must sign a Release of Liability (ROL) form before using the equipment.
- E. Procedures for the use of all equipment, including but not limited to sign-in procedures, maximum usage time, and post-usage cleaning, are posted at each facility and must be followed.
- F. All items for bulletin boards and magazine racks must have prior management approval before posting.
- G. Lockers and showers are to be used only by members/owners, associate members, renters, and their guests in conjunction with the use of the sports and fitness facilities.

ARTICLE VII FACILITIES

Section 7.01 **Hours** SBHOA#2 clubhouses are open seven days a week. Events and activities will determine the actual hours. Extended hours must be approved through the SBHOA#2 Administration Office.

Section 7.02 **Membership Cards** Membership cards must be carried at all times by members/owners, associate members, and renters as proof of their right to use the facilities.

Section 7.03 **Guest Cards** Guests wishing to use the facilities when they are not accompanied by a resident must have a guest card in their possession.

Section 7.04 **Dress Code** Swimwear or metal spiked golf shoes are not allowed anywhere in any SBHOA#2 clubhouse. Shirts, pants or shorts, skirts or dresses, and shoes shall be required for all persons. Tennis and golf clothes are appropriate. Management has the right to refuse service.

Section 7.05 **Smoking** Smoking, including electronic cigarettes, is not permitted within any SBHOA#2 buildings or pool common areas at any time.

Section 7.06 **Weapons** No weapons of any type are permitted in any of the SBHOA#2 facilities except during concealed weapon classes or gun club meetings that have been authorized by the General Manager. Law enforcement officials are exempt.

Section 7.07 **Food and Beverage**

- A. Outside catering is not permitted in any of the SBHOA#2 facilities unless authorized by the General Manager.
- B. Food and beverages including potluck functions, self-catering, and brown-bag meals are not allowed in any of the SBHOA#2 facilities.
- C. Alcoholic beverages may not be brought into any of the SBHOA#2 facilities, including on the golf courses. SBHOA#2 must furnish all alcoholic beverage services.

Section 7.08 **Activity Rooms** Policies and information concerning room usage can be obtained in the SBHOA#2 Administration Office.

Section 7.09 **Libraries** Current rules on usage are found in each of the SBHOA#2 libraries.

Section 7.10 **Posted Notices** No posted notices may be placed in the clubhouses without prior management approval.

Section 7.11 **Kitchens** Non-employees are not allowed in kitchens or bar service Common Areas unless authorized by the General Manager.

Section 7.12 **Animals** Service animals are permitted in all facilities and Common Areas according to Arizona Revised Statutes (ARS) 11-1024. Service animals are defined in the Federal Americans with Disabilities Act (ADA) as “dogs that are individually trained to do work or perform tasks for people with disabilities.” Comfort animals are not allowed.

ARTICLE VIII AMENITIES

Section 8.01 **Tennis** SaddleBrooke Tennis Club is responsible for the rules affecting tennis. Specifics can be found at Tennis under Amenities at the SBHOA#2 website: www.sbhoa2.org.

Section 8.02 **Golf Courses**

- 1. For the purpose of these Rules and Regulations, the term SaddleBrooke SBHOA#2 golf courses shall refer to the MountainView and The Preserve courses and the practice facilities located in SBHOA#2.
- 2. During Golfing Hours Only golfers, emergency vehicles, and authorized service vehicles are allowed on SBHOA#2 golf courses.
- 3. During Non-Golfing Hours
 - A. Residents should check with the Golf Pro Shop or the SBHOA#2 website (www.sbhoa2.org) under "Golf" for walking hours.
 - B. Residents must obey posted walking hours, posted signs, and any instructions from authorized personnel.
 - C. During posted walking hours, golf carts, walking, or jogging is allowed only on the cart paths. No activity whatsoever is permitted at any time in, on, or around the ponds on the golf courses.

- D. Residents using the golf courses must present their Membership Card whenever requested by authorized personnel.
- E. It is the responsibility of the resident using the cart paths for walking or other approved activities to be aware of their surroundings and their personal safety. The resident must yield to the golf staff as they perform their daily maintenance duties.
- F. No pets are allowed on any part of the golf courses at any time.
- G. Alcoholic beverages may not be brought into any of the SBHOA#2 facilities including on the golf courses. SBHOA#2 must furnish all alcoholic beverage services.
- H. Violations of any of the above may include, but are not limited to, suspension of membership privileges and/or monetary fines.

Section 8.03 **Pickleball** The SaddleBrooke Pickleball Association, Inc (SPA) is responsible for the rules affecting pickleball. Specifics can be found at Pickleball under SaddleBrooke Clubs at the SBHOA#2 website: www.sbhoa2.org

Section 8.04 **Other Amenities**The SaddleBrooke Senior Softball Association (SSSA), the SaddleBrooke Dog Park Association (SDPA), and the SaddleBrooke Horseshoers (SH) have License Agreements with SBHOA#2. The bylaws, rules, and membership fees for the use of these facilities can be found on the SBHOA#2 website: www.sbhoa2.org under SaddleBrooke Clubs.

ARTICLE IX COMMON AREAS

Section 9.01 Violations

1. Members/owners, renters, guests, or designee shall not plant or place anything on Common Areas or golf course property.
2. Members/owners, renters, guests, or designee shall not trim, prune, or remove grasses, trees, or bushes on any Common Area or golf course property.
3. If a member/owner would like a tree or bush pruned or removed on Common Areas or golf course property, a written request must be submitted to have the work done. The application form is "Request for Pruning or Removal of Trees/Plants in the Common Area" and is available from the SBHOA#2 Administration Office.
4. If a member/owner notices problems in any Common Area, such as, but not limited to, erosion or potential fire hazard, the problem should be reported on a Common Area Service and Facilities Request form and submitted to the Administration Office.

Section 9.02 Special Sanctions and Fines for Defacing Common Areas and Golf Courses

Any significant defacing of Common Areas and golf courses, as determined by the Common Areas Supervisor or the Director of Golf Courses and Common Areas, will result in the filing of a vandalism/property damage complaint with the Pinal County Sheriff. Any Member/Homeowner violating this rule will be responsible for the costs that SBHOA#2 incurs to bring the Common Area involved to its original state (if possible). Defacing trees or any other plant life will result in a fine of \$500, plus the cost to restore the Common Area to its original state.

Section 9.03 **Corner Lots** Corner lots may or may not extend to the side street, depending on the deed. Clarification of whether a Common Area adjacent to a side street is a common area or part of a lot can be obtained from the Common Area Supervisor.

ARTICLE X MISCELLANEOUS

Section 10.01 **Clotheslines** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, maintained, or used anywhere in SBHOA# 2 including private yards unless not visible from neighboring properties, golf courses, Common Areas, or streets.

Section 10.02 Pets

- A. Per the CC&Rs, Article 4 section 2 (b), a pet is: an animal or bird generally recognized as a house or yard pet.
- B. Pet restrictions including, but not limited to, noise concerns must conform to the Pinal County Ordinance. NO animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other owners.
- C. Pet care and control must conform with Pinal County Animal Code Title 4.
- D. Pets, except service animals, are not allowed in any of the SBHOA#2 buildings or on the restaurant patios.
- E. Pet owners must remove and dispose of any solid waste deposited by his/her pet on Common Areas or private property.
- F. Residents may walk their leashed pets on sidewalks, walking paths, accessible Common Areas, and streets.
- G. Pets are not allowed on MountainView or the Preserve Golf Courses at any time – not walking, riding in a golf cart, or running loose.
- H. Commercial kennels and/or boarding of dogs are prohibited. Pinal County allows four (4) dogs per household. Five (5) or more dogs require a Kennel License. Prohibiting commercial kennels does not apply to friends or family pet sitting whether for profit or as a favor.
- I. Pets may not be permanently kept or maintained outside.
- J. Barking dogs: Complaining homeowners are encouraged to follow the Pinal County requirements as outlined in the Pinal County Animal Code Title 4. Complaints reported to the Patrol or Rules & Regulations Committee will be addressed by the following:
 - 1. Initial and subsequent complaints: the dog owner will be informed that a complaint has been filed, and that steps must be taken to correct the problem.
 - 2. If the problems persist, the complaining homeowner must follow the Pinal County Animal Code Title 4.

Section 10.03 General Nuisances

- A. All types of fireworks are prohibited.
- B. Personal drone usage is prohibited.
- C. No sound-emitting device(s) shall be operated in a manner to be offensive to neighbors. Refer to Pinal County Code 10.19 to 10.28.

Section 10.04 **Posted Notices**

No notices may be placed anywhere on SBHOA#2 properties without prior management approval.

Section 10.05 **Garbage Containers**

- A. Trash and recycling containers provided by the waste disposal company are not considered storage containers. The containers are not to be visible from the street, golf course, or neighboring property.
- B. Trash and Recycle containers may be placed at the curb after **6:00 p.m.** the evening before the designated pick-up day and must be removed from the curb the same day as pick-up.
- C. Residents are responsible for cleaning up their garbage/recycling if it is spilled or scattered by the wind, animals, etc.

Section 10.06 **Estate Sales** Estate Sales are permitted in SaddleBrooke with limitations: Estate Sales are limited to properties where one of the following circumstances exist:

- A. The owner(s) of record has (have) decided to relocate from his/her existing SaddleBrooke property, thus requiring the total or partial liquidation of his/her existing personal property.
- B. An owner of record has passed away and the surviving owner, or in the case where all owners of record are deceased, the estate executor wishes to liquidate the estate, or a portion thereof, in preparation for the sale of the SaddleBrooke property.
- C. Property owner(s) may conduct a maximum of two (2) Estate Sales during their entire time in SaddleBrooke HOA#1 and HOA#2.
- D. "Garage Sales" and other sales, absent one of the circumstances described above, are not permitted in SaddleBrooke.

To have an Estate Sale:

- A. The appropriate SaddleBrooke Patrol Manager will be notified at least three (3) days in advance of any Estate Sale. This notification shall include the name(s) of the responsible person(s) who will be conducting the sale on-site. The Patrol will issue the owner(s) of record a color-coded permit which must be displayed for the duration of the sale in a front window of the residence where the Estate Sale will be taking place.
- B. The Patrol, at the time the permit is issued, will provide the owner(s)/estate executor(s) and/or the Estate Sale vendor with a current copy for Estate Sales excerpted from SaddleBrooke Rules and Regulations. The owner(s) of record of each property involved in an Estate Sale is/are responsible for compliance of all participants with all rules and regulations of SaddleBrooke.
- C. It is suggested, but is not a requirement, that property owner(s) estate executor(s) contract with a firm whose business it is to conduct such estate liquidation sales.

- D. Allowed duration of Estate Sales: An Estate Sale is limited to a duration of no more than two (2) consecutive days and can only be held on Friday and Saturday or Saturday and Sunday and is further limited to the hours of 8:00 AM to 6:00 PM.
- E. Signage: Two "Estate Sale" signs are permitted on the premises on the day of the sale. A sign may not exceed 18" X 24". Lead-in signs are permitted on SaddleBrooke Common Areas from 7:00 AM to 6:00 PM only on the day of the sale. No banners or balloons are permitted on the site of the sale or on the directional signs. All signs shall be removed within one hour of the close of the sale each day.
- F. Display of Estate Sale Items: Sale items may only be displayed in the residence (including the garage,) the back patio, and both the back and side yards. The garage door shall remain closed. Only car(s) and/or golf cart(s) that are part of the sale may be displayed on the driveway. Any items that are displayed outside the residence, except those permitted on the driveway, shall not be viewable from the street.
- G. Parking: It is extremely important that on-street parking and traffic flow at the site of an Estate Sale be controlled to minimize any impact on resident traffic flow. Fire, ambulance, mail delivery, and trash vehicles require unimpeded, safe passage. Driveways shall not be blocked.
- H. Compliance with Rules and Regulations: On the day(s) of the Estate Sale, SaddleBrooke Patrol will check the Estate Sale site for any rule violations. The Patrol will notify the responsible party/parties on-site conducting the sale of any rule's violations including traffic or parking violations. Following that notification and a reasonable (brief) time for correction, citations will be issued for any further or continuing violations. Fines related to violations will be assessed, including for first-time violations.

Section 10.07 **Dumpsters/Trailers**

- A. After permit approval by the General Manager, dumpsters must be parked in the resident's driveway for the purpose of removing debris during the renovation of the resident's property. The dumpster must be removed after two weeks.
- B. Requests for extensions beyond the two-week period may be approved by the General Manager.
- C. Failure to comply with the allowed time frame established in the permit authorization will result in a fine for the homeowner.
- D. The resident shall ensure that the dumpster is emptied each time the debris extends to the top of the dumpster.
- E. The resident or contractor shall pick up any debris that spills from the dumpster.
- F. Dumpsters may not be placed on the street. Dumpsters must be placed on the driveway or other portions of the lot. No part of the unit may extend past the driveway onto, into, and/or over the street or pedestrian pathway/sidewalk. This restriction does not apply to RCI or its affiliates. Extenuating circumstances require approval by the General Manager or his/her designee.

- G. Any curb or street damage incurred during drop-off or pickup is to be repaired at the resident's / owner's expense.
- H. A permit is required and must be obtained from the SBHOA#2 General Manager prior to the delivery of the dumpster, or a trailer used for the removal of construction debris.
- I. The permit issued by the General Manager must be prominently displayed for the entire period the dumpster or trailer is installed on the resident's driveway and must be visible from the street.

Section 10.08 Temporary Moving/Storage Units/PODS (Portable On Demand Storage)

After permit approval from the General Manager, PODS must be parked in the resident's driveway for the purpose of storage of household goods. The PODS must be removed after two weeks unless there are extenuating circumstances.

- A. Any damage to SBHOA#2 Common Area properties incurred during the entire process from drop-off or pickup is to be repaired at the owner's expense.
- B. Failure to comply with the allowed time frame established in the permit authorization will result in a fine for the homeowner.
- C. No part of the PODS may extend past the driveway onto, into, and/or over the street or pedestrian pathway/sidewalk.
- D. A permit is required and must be obtained from the SBHOA#2 General Manager prior to the delivery of the Temporary Moving/Storage Units/PODS.
- E. The permit, issued by the General Manager, must be prominently displayed for the entire period the PODS is installed on the resident's driveway and must be visible from the street.

Section 10.09 Instructions for Contractors

- A. There is no dumping or staging of construction materials (sand, gravel, dirt, etc.) on SBHOA#2 streets or roads.
- B. All construction materials are to be placed on the owner's driveway or property and ***may not*** extend onto and/or over the pedestrian pathway/sidewalk. Construction materials are strictly prohibited from being placed in the road at any time and for any length of time.
Property/Homeowners will be fined up to \$200 a day.
- C. Any curb or street damage incurred during drop-off or pickup is to be repaired at the owner's expense.
- D. Placement of commercial portable toilets shall not be within ten feet of any street/roadway or neighboring property.

ARTICLE XI POLITICAL ACTIVITY, SOLICITATION, MAIL TUBES AND SIGNAGE

Section 11.01 Political Activity

- A. Door-to-door political activity may include solicitations for support or opposition regarding candidates or ballot issues, circulation of candidate nominating petitions or petitions in support of, or opposition to, an initiative, referendum or recall of a public officer.
- B. Any person engaging in political activity must prominently display an identification tag along with the prominent identification of the candidate(s) or ballot issue(s) that is/are the subject of the support or opposition.

Section 11.02 Solicitation

- A. **Definition:** For the purpose of this section, solicitation is defined as “any attempt to sell, persuade, promote, influence, coerce or approach” residents within SBHOA#2, directly or indirectly, for any purpose set forth in Section 11.02 B.
- B. The written approval of the General Manager is necessary before any solicitation may be conducted in or on SBHOA#2 properties and Common Areas or on member/owner residential property for:
- C. The purchase of any product or service not directly and officially provided by SBHOA#2.
- D. Participation in any promotion of a public or private company and/or business, with the exception of SBHOA#2.
- E. The request for the donation of money, property, or financial assistance of any kind, unless directly related to SBHOA#2 business and officially communicated by SBHOA#2.
- F. Community service projects not officially sponsored by SBHOA#2.

Section 11.03 Mail Tubes

- A. Mail tubes affixed on residential mail posts are the property of the members/owners.
- B. The Board, committees, staff, SaddleBrooke clubs and organizations, and individual members/owners may use these tubes to communicate non-commercial information of general interest.
- C. These mail tubes may not be used by any outside organizations, company, political organization or individual to solicit members/owners.
- D. All material placed in tubes must be identified by either the name of the club or organization or the name of the member/owner distributing the material. Anonymous material is not allowed.
- E. Any person, organization, or company found violating the provisions of this policy shall be reported to the Executive Director or the Patrol.

Section 11.03 **SIGNS**

- A. Sign Owners must maintain their sign's professional appearance and structure. The signs must be kept in good condition. Weathered or tattered signs must be removed or replaced.
- B. Signs shall be placed no closer than one foot from the nearest part of the street or curb, whichever is closer.
- C. No signs that are visible from neighboring properties shall be erected or maintained in residential or Common Areas of SBHOA#2 except:
- D. Construction/Contractor signs may be erected in yards for the duration of a project. Signs should be removed within 5 days of job completion. Arizona Revised Statutes 32-1124 subsection B requires licensed contractors to post or place the license number preceded by the acronym "ROC" in a conspicuous place on premises where any work is being performed. Signs shall be no larger than 18" x 24" and its supporting frame no more than 30 inches wide with one 6" x 24" rider.
- E. Homeowners receiving a Notice of Violation for a prohibited contractor sign shall remove it within 24 hours, after which a fine of \$25 per day will be assessed. If it is not removed within 7 days, the fine will be increased to \$50 per day. Replacing a removed sign after an NOV is issued will immediately incur a fine of \$50 per day.
- F. Pet Waste Signs "No Pet Waste" signs are allowed. Signs must be tasteful, made of aluminum or wrought iron, and no larger than 6" wide by 12" in height, including stake.
- G. Hazard Markers including highway cones, barrier crossing tape, or wooden barricades may be utilized during homeowner construction projects while those projects are underway to protect property and ensure safety. After completion of the projects, the markers must be immediately removed from the protected locations.
- H. Political signs:
 - 1. Arizona Revised Statutes (ARS) 33-1808 defines a "Political Sign" as one that attempts to influence the outcome of an election including supporting or opposing the recall of a public officer, supporting or opposing the circulation of a petition for ballot measures, questioning or proposing recall of a public officer.
 - 2. Political signs must adhere to State and County signage regulations (Arizona Revised Statutes 33-1808 and Pinal County Zoning Code 2.145.050).
 - 3. No political signs shall be placed in any Common Areas or street corners or attached to street signposts. Political signs put in Common Areas will be removed.
- I. Signs required by legal proceedings.
- J. Signs for unit and approved community events. Alarm system signs must be installed in the yard or posted in windows that identify the alarm business and a telephone number to call when the alarm has been activated.
- K. Other signs include, but are not limited to, those erected by RCI or its affiliates and construction job identification signs, directional signs, and subdivision identification signs, that have been approved by the Board.

- L. "For Rent", "For Lease", and "For Sale" signs advertising individual residences must advertise only the property upon which they are placed. The Board, or its agent, may enter the lot for the purpose of removing any signs that do not comply with this subsection.
- M. Signs shall be no larger than 18" x 24" and its supporting frame no more than 30 inches wide with one 6" x 24" rider.
- N. Signs shall be restricted in placement to front yards only and shall not be placed adjacent to golf courses or green belts.
- O. Signs shall be placed no closer than one foot from the nearest part of the street or curb, whichever is closer.
- P. One "Open House" sign on the premises is permitted from 8:00 am to 6:00 pm on the day of the Open House. "Lead-in" signs are permitted on Common Areas.
- Q. The Rules shall complement but are subordinate to federal, state, county laws and the Declaration of Covenants, Conditions and Restrictions (CC&R's) for SBHOA#2 governing documents (see www.sbhoa2.org).
- R. "For Sale" signs on vehicles, golf carts, and RVs.
 - 1. One "For Sale" sign per vehicle.
 - 2. "For Sale" sign shall be no larger than 16" x 20".
 - 3. "For Sale" sign shall not be painted on the vehicle.
 - 4. If not in use, a vehicle displaying a "For Sale" sign may be parked in the driveway of a member/owner except for large RVs which can be parked in front of the residence of the member/owner per the requirements of Article V, Section 5.03 Recreational Vehicles (RVs) and Utility Trailers.
 - 5. Vehicles for sale are not to be parked in Common Area parking lots except in the normal course of the owner's use.

ARTICLE XII FINES, SANCTIONS, AND PENALTIES PLUS ADMINISTRATIVE SERVICES

- A. The following fines and penalties shall apply to violations of all Articles of these Rules that do not carry specific fines, sanctions, and/or penalties:
 - 1. 1st offense: Written warning
 - 2. 2nd offense: \$40 fine and/or suspension of membership privileges for up to 30 days as determined by the General Manager.
 - 3. 3rd offense: \$75 fine and/or suspension of membership privileges for period not to exceed 60 days as determined by the General Manager.
 - 4. 4 or more offenses: Refer to the Board for action.

B. Traffic Moving Violations

1. For each additional violation of the same nature, the fine will be **doubled**.
2. Speeding up to 15 mph over the limit: \$50
3. Speeding 16 mph or more over the limit: \$100
4. Failure to obey a stop sign: \$50
5. Driving a golf cart underage: \$50
6. **Speeding** in a designated Safety Corridor up to 15 mph over the limit: \$100
7. **Speeding** in a designated Safety Corridor 16 mph or more over the limit: \$200

C. Parking Violations

1. For each additional violation of the same nature, the fine will be **doubled**.
2. Parked in a fire lane or in front of a fire hydrant: \$50
3. Parked in a disabled space without a proper permit: \$50
4. Parked in a non-designated Common Area: \$50
5. R.V. overnight parking: \$50
6. Other parking violations, i.e., off-street paths and sidewalks: \$35
7. Overnight parking on street: 1st Offense – Warning, 2nd Offense -- \$35
8. Commercial vehicle parking overnight: \$50
9. The previous fines are based on a 12-month period preceding the last violation.

D. Pedestrian Violations

1. Walking on golf course before/after posted hours: \$25
2. Not staying on designated golf course path: \$25
3. Walking on golf course with pet: \$25

E. Pet Violation

Disciplinary measures may include but are not limited to, suspension of membership privileges and/or monetary fines up to \$200 per offense. These penalties will be imposed at the discretion of the board.

F. Defacing Common Areas and Golf Course Penalties

Any significant defacing of Common Areas and Golf Courses, as determined by the Common Areas Supervisor or the Director of Golf Courses and Common Areas, will result in the filing of a vandalism/property damage complaint with the Pinal County Sheriff. Any Member/Homeowner violating this rule will be responsible for the costs that the SBHOA#2 incurs to bring the Common Area involved to its original state (if possible). In addition, defacing the trees will result in a fine of \$500 per tree, plus the cost to restore the Common Area to its original state.

G. Permit Violations

Permits for Estate Sales, Dumpsters, and PODs must be obtained prior to the delivery of the Dumpsters and PODs and before an Estate Sale. Failure to obtain the required permit for Dumpsters and PODs will result in a fine of \$50. If a permit is not obtained within three days, the fine will be doubled for every three days thereafter. Failure to obtain the required permit for an Estate Sale will result in a fine of \$75.

H. Golf Course Violations

Disciplinary measures may include but are not limited to, suspension of membership privileges and/or monetary fines up to \$200 for the first offense and up to \$500 for repeated offenses. These penalties will be imposed at the discretion of the Board.

I. Materials on the Street

All construction materials are to be placed on the owner's driveway or property and ***may not*** extend onto and/or over the pedestrian pathway/sidewalk. Construction materials are strictly prohibited from being placed in the road at any time and for any length of time.
Property/Homeowners will be fined up to \$200 a day.

J. Administrative Services

As a courtesy for all SBHOA#2 Residents, and for a small fee, the Administration Front Office Staff provides the following services:

1. Copying, scanning, faxing, and lamination.
2. Keys for Golf Course, Tennis Court & Pickleball Court restrooms are available for a fee.
3. New or replacement SBHOA#2 member or renter cards.