

**SADDLEBROOKE RANCH HOMEOWNERS ASSOCIATION, INC.
COMMUNITY RULES**

**ADOPTED BY THE BOARD OF DIRECTORS FOR
SADDLEBROOKE RANCH ASSOCIATION, INC.**

Revised on November 15, 2010

SADDLEBROOKE RANCH HOMEOWNERS ASSOCIATION, INC.
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ARTICLE I General

Section 1. Purpose

On October 26, 2007, SaddleBrooke Ranch Mountains, LLC, a Delaware limited liability company (the “Developer”), recorded that certain Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Ranch Resort Community in the Official Records of Pinal County, Arizona, as Instrument No. 2007-119346 (as amended from time to time, the “CC&Rs”) on certain real property located in Pinal County, Arizona. The CC&Rs were recorded in order to provide for the development of a planned community to be known as “SaddleBrooke Ranch Resort Community” or “SaddleBrooke Ranch”. SaddleBrooke Ranch Homeowners Association, Inc., an Arizona non-profit corporation (the “Association”), was formed for the purposes set forth in the CC&Rs.

Pursuant to Section 7.3 of the CC&Rs, these Community Rules have been prepared and adopted by the Board of Directors of the Association (the “Board”) to aid in the governing of the Association and to promote the health, safety, and welfare of the Members. These Community Rules supplement the CC&Rs, Articles and Bylaws to provide for the use of the common areas and facilities, personal conduct in SaddleBrooke Ranch, and the establishment of penalties for infractions.

In addition to complying with these Community Rules and the CC&Rs, all Members, Qualified Tenants and Guests must comply with any and all applicable federal, state, municipal and local laws, statutes, rules, regulations, ordinances and building codes.

These Community Rules have been created to cover amenities, services and committees that will be in place at the time of the initial development. In the event that any such amenities, services or committees are modified or discontinued or new ones are created that are not addressed in these Community Rules, these Community Rules may be amended or modified by a majority of the Board.

ALL MEMBERS UNDERSTAND THAT BY A MAJORITY VOTE OF THE BOARD, THE ASSOCIATION MAY, FROM TIME TO TIME, SUBJECT TO THE PROVISIONS OF THE CC&RS, ADOPT, AMEND AND REPEAL THESE COMMUNITY RULES AND THAT ALL MEMBERS WILL BE REQUIRED TO COMPLY WITH ANY AND ALL SUCH AMENDMENTS TO THESE COMMUNITY RULES.

Section 2. Captions and Titles

All captions, titles or headings of the Articles, Sections, and paragraphs in these Community Rules are for the purpose of reference and convenience only and 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 Community Rules.

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Section 3. Definition of Terms

Defined terms used herein appear with the first letter of each word capitalized. In general, all capitalized terms used but not defined herein shall have the meanings set forth in the CC&Rs. Nothing contained herein shall be construed as altering, amending or changing the CC&Rs, the Articles of Incorporation, the Bylaws of the Association or the Architectural & Landscaping Requirements and Guidelines (the "ALC Guidelines"). These Rules shall have the same force and effect as if they were set forth in and were a part of the CC&Rs, except that in the event of any inconsistency between the Community Rules and the ALC Guidelines, the Community Rules shall control, and in the event of any inconsistency between the Community Rules and any of the provisions of the CC&Rs or of the Articles or the Bylaws, the provisions of the CC&Rs, the Articles and the Bylaws shall govern and control.

A. **Member/Homeowner:** Any person holding a Membership in the Association pursuant to the CC&Rs.

B. **Associate Member:** A person who resides permanently in a home within SaddleBrooke Ranch but who is not named on the deed, or a person who is the third member of the household as referenced in Section 9.3.1 of the CC&Rs.

C. **Member:** When the term "Member" is used herein, it shall be deemed to refer to either a Member/Homeowner or an Associate Member, and if plural, it shall be deemed to refer to more than one Member/Homeowner and/or Associate Member.

D. **Qualified Tenant:** A person who rents a home from a Member/Homeowner. As set forth in Section 5.2.31 of the CC&Rs, any lease agreement applicable to a Dwelling Unit must be in writing, and a copy of the lease agreement must be provided to the Association.

E. **Guest:** A non-resident friend, relative, guest or invitee of either a Member/Homeowner, Associate Member, or Qualified Tenant who is visiting SaddleBrooke Ranch at the personal invitation of, and with specific knowledge and sponsorship of, the same.

Section 4. Effective Date

These Community Rules and any subsequent amendments shall be effective on the date adopted by the Board unless a later effective date is specifically stated in the amendment or in the resolution of the Board relating to such amendment.

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Section 5. Official Version of Community Rules

IT IS THE RESPONSIBILITY OF EACH MEMBER TO MAKE SURE THEY HAVE A COMPLETE COPY OF THE MOST RECENT BOARD APPROVED VERSION OF THESE RULES AND THAT THEY ADVISE THEIR QUALIFIED TENANTS AND GUESTS OF THE TERMS THEREOF. IF YOU ARE UNSURE IF YOU HAVE THE MOST RECENT VERSION OF THE COMMUNITY RULES, PLEASE CALL OR STOP BY THE ASSOCIATION OFFICE AT (520) 818-6010 FOR VERIFICATION OR TO OBTAIN ADDITIONAL COPIES. THEY ARE ALSO AVAILABLE ONLINE ON THE ASSOCIATION'S WEBSITE.

Section 6. Service of Notice

Whenever any notice is required by the Community Rules to be served on any person or entity, the mailing by regular U.S. mail or the personal delivery of such notice to his or her last known address as shown on the records of the Association shall be deemed sufficient compliance, as well as any other manner permitted by law.

Section 7. Authority of a Board or Committee

A. Any authority granted to the Board under these Community Rules may be exercised by a majority of the members of the Board consistent with the Bylaws. By resolution of the Board, the Board may appoint a designee or one or more committees, or patrol, including without limitation the "RCC" (as defined below), and may grant such committee or designee or patrol authority to administer all or any portion of these Community Rules. The Board shall reserve the right to review the actions of any such designee or committee or patrol.

B. At a time deemed appropriate by the Board, the Board may establish and appoint the members of a Rules Compliance Committee (the "RCC") to determine compliance with these Community Rules and make recommendations to the Board regarding amendments to these Community Rules. If the Board appoints the RCC, the Board shall reserve the right to review any action or recommendation of the RCC. Unless and until the RCC is appointed by the Board, compliance with these Community Rules shall be determined by the Board. Prior to the appointment of the RCC, any reference herein to the RCC shall be deemed to refer to the Board.

C. At a time deemed appropriate by the Board, the Board also may appoint a designee (the "Board's Designee") who will be involved in the day-to-day administration and enforcement of these Community Rules. The Board may, in its discretion, authorize the Board's Designee to perform any right or obligation granted herein to the Board. If the Board appoints the Board's Designee, the Board shall reserve the right to review any action or recommendation of the Board's Designee. Unless and until the Board's Designee is appointed by the Board, the Board shall administer and enforce these

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Community Rules. Prior to the appointment of the Board's Designee, any reference herein to the Board's Designee shall be deemed to refer to the Board.

Section 8. Fines and Penalties

A. Violations of these Community Rules, among any other rights and remedies available at law or in equity, may subject the violator to fines, fees and/or penalties. All rights and remedies, including without limitation fines and penalties, shall be administered and exercised at the discretion of the Board, the RCC and/or the Board's Designee. Such rights and remedies include the following fines and penalties for violations of all Articles of these Community Rules that do not carry specific fines and penalties:

- 1st Offense: Written warning
- 2nd Offense: \$25 fine and/or suspension of privileges for up to thirty (30) days as determined by the Board's Designee
- 3rd Offense: \$50 fine and/or suspension of privileges for a period not to exceed sixty (60) days as determined by the Board's Designee
- 4 or More Offenses: Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

This fine schedule is based on a rolling twelve (12)-month period preceding the last violation. Privileges, as set forth above, shall mean the right to suspend the voting rights of any Member/Homeowner, and to suspend the right of any Member (and any Qualified Tenant or Guest claiming through the Member) to use the Common Area recreational facilities or to use particular entrance gates or particular paths of ingress and egress.

B. The above fines and remedies are not intended to, and shall not be deemed to, limit any other rights and remedies available at law or in equity to the ALC, the Association, the Developer or any other person. The above fines are to be imposed only after notice and opportunity to be heard and compliance with the other requirements of Arizona Revised Statute Section 33-1803 (as such statute may be hereafter amended or revoked).

ARTICLE II Appeal Procedure

Section 1. General

Any individual has the right to appear before the RCC to appeal any disciplinary action

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(including fines) against the appellant by the Board's Designee or the RCC pursuant to these Community Rules. Imposition of fines, penalties and other disciplinary action shall also comply with applicable requirements of Arizona Revised Statute Section 33-1803 (as such statute may be hereafter amended or revoked).

Section 2. Notice of Appeal to RCC

A. A written notice of appeal must be delivered to the RCC, at the Association Office, within ten (10) days after written notification to the appellant of any disciplinary action taken against the appellant.

B. The notice of appeal by the appellant shall be in writing and shall contain: (i) the name, address, and telephone number of the appellant; (ii) the decision being appealed; (iii) the substance of the decision; (iv) the grounds for appeal; (v) the desire for an open or closed hearing; and (vi) the signature of the appellant.

C. The RCC shall set a date, time, and place for the hearing and shall notify the appellant and all parties involved. Written notification shall be made to the appellant at least five (5) business days prior to the hearing. If appellant is unable to appear at the time and date specified, he or she may make a written request to the RCC for a new hearing date, which may be approved at the discretion of the RCC. Failure by the appellant to appear at a scheduled hearing will result in the forfeiture of any appeal rights regarding the subject action unless proper notification was not made to the appellant in accordance with the CC&Rs and these Community Rules.

Section 3. Hearing Procedure

A. Unless appellant requests a closed hearing, in the discretion of the RCC, it may be open to the public. If the appellant requests the hearing to be closed, it shall be closed only to the extent permitted by law, including without limitation Arizona Revised Statute 33-1804, as it may be amended, modified or repealed from time to time.

B. All parties to proceedings may introduce evidence, produce witnesses to testify and present arguments. The RCC shall determine orderly rules for the parties' presentation.

C. The RCC may make a record of the proceedings.

D. Following the presentation by the parties, the RCC may retire to consider its decision or it may issue its decision at that time.

E. The RCC shall prepare a written decision, which shall be served on the appellant and the Board's Designee or the RCC, as applicable, whose decision was appealed. The Board shall endeavor to issue its written decision within seven (7) days of the proceedings.

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Section 4. Appeal to Board

- A. Following a decision by the RCC at an appeal, appellants shall have the right to file a second appeal of the RCC's decision with the Board. A written notice of appeal to the Board must be delivered to the Board, at the Association Office, within ten (10) days after the written decision of the RCC.
- B. The appeal to the Board shall be conducted in the same manner as the appeal to the RCC described above.

ARTICLE III Code of Conduct

Section 1. Violations of Code of Conduct

To insure the tranquility of the community of SaddleBrooke Ranch and the enjoyable use of the Association owned facilities and Common Areas, the following actions may, in the discretion of the Board, result in disciplinary actions including, but not limited to, suspension of membership privileges and/or monetary fines:

- A. Any action or behavior resulting in unsafe conditions or practices, uncivil or discourteous conduct, willful misconduct, or any action that unfairly or unreasonably impairs the rights and privileges of others; and
- B. Using loud, profane, indecent or abusive language or any physical abuse, threat, harassment or any other such action against anyone, including staff.

Section 2. Enforcement

The Board's Designee is authorized to investigate any reported abuses of the Code of Conduct, subject to the review and supervision of the Board.

ARTICLE IV Traffic Regulations

Section 1. General

The following regulations are for the protection and well being of all. Noncompliance may result in a fine being assessed. These regulations pertain to all "Vehicles" (as defined below) operating within SaddleBrooke Ranch. It is anticipated that all of the roadways within SaddleBrooke Ranch will be private and subject to the traffic regulations set forth in these Community Rules.

The term "Vehicles" shall be deemed to include the following: automobiles, trucks, golf carts, recreational vehicles and motorcycles.

Section 2. Registration of Vehicles

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- A. All Vehicles must be registered. In order to register a Vehicle, the individual registering the Vehicle must either be a Member or a Qualified Tenant with a valid HOA identification card. Once registered, a numbered sticker will be issued. The sticker must be placed where it will be visible on the lower left inside windshield of driver's side of an automobile, truck, recreational vehicle or golf cart. Stickers on motorcycles shall be placed on the front of the motorcycles where they are readily visible.
- B. Members and Qualified Tenants in possession of a borrowed or rented car need to request a temporary pass from the Association for the expected number of days that the car will be used, not to exceed thirty (30) days. If the Vehicle is to be used for more than thirty (30) days, a permanent registration must be requested. Temporary passes are to be placed where they are visible on the dashboard; or on the front of the Vehicle where they are readily visible in the case of motorcycles.
- C. Guests shall provide proper identification and homeowner affiliation to the Association, and request a guest pass from the Association. The guest pass will be dated and shall be placed where it is visible on the dashboard; or on the front of the Vehicle where it is readily visible in the case of motorcycles.
- D. Homeowner's contractors and subcontractors shall provide proper identification and evidence of contract to the Association, and request a guest pass from the Association. The guest pass will be dated and shall be placed where it is visible on the dashboard; or on the front of the Vehicle where it is readily visible in the case of trailers, campers, motorcycles, bicycles and other Vehicles.
- E. If a Vehicle is sold or otherwise transferred, the Member shall remove the sticker and report the sale to the Association. If the Vehicle is sold to another SaddleBrooke Ranch member, the numbered sticker may remain on the Vehicle but the sale must be reported to the Association so that numbered sticker can be transferred to the new member.

Section 3. Moving Violations

A. Speeding:

- i) It is a violation to exceed established speed limits within the boundaries of SaddleBrooke Ranch.
- ii) When an area does not have a posted speed limit, the following speeds will prevail:
 - a) In residential areas, the speed limit is 25 miles per hour.
 - b) In front of the Clubhouse or around any of the Association buildings and parking lots, the speed limit is 15 miles per hour.

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B. Failure to Obey Stop Signs: It is a violation not to stop at any stop sign. At a stop sign, including stop signs on golf cart paths, crosswalks, crossing streets and roads, your vehicle must come to a full stop prior to proceeding into the intersection.

C. Traffic Control or Regulatory Signs/Devices: It is a violation not to obey all traffic control and regulatory signs and devices, whether posted permanently, temporarily or during special events.

D. Arizona Vehicle Laws: It is a violation not to obey all Arizona State vehicle laws, including without limitation Title 28 of Arizona Revised Statutes, as it may be hereafter amended, revised or revoked.

E. Golf Cart Driver Age Restriction: It is a violation to allow anyone under the age of 16 to operate a golf cart in SaddleBrooke Ranch, and the driver must have a valid driver's license in his/her possession.

Section 4. Parking Violations

A. Definition of Parked Vehicle: A parked vehicle is a vehicle that is left unattended.

B. Parked in Fire Lane: Certain areas have been marked and designated fire lanes. It is a violation to park a vehicle in these areas.

C. Parked in Front of a Fire Hydrant: It is a violation to park within fifteen (15) feet of a fire hydrant.

D. Parked in a Handicap Space: It is a violation to park in a space designated for handicap parking without a state handicap license or temporary handicap permit displayed in accordance with Arizona law.

E. Parked in a No Parking Zone: It is a violation to park in a space that is marked or designated as a no parking zone.

F. Parked on Private Property: It is a violation to park a vehicle or trailer on a Lot or other private property other than a Member, Qualified Tenant or their Guests parking in the garage or subject to 5.2.19 of the CC&Rs, on the driveway of the applicable Member's Lot or in Association designated parking areas subject to 5.2.19 of the CC&Rs. Parking is limited to paved surfaces.

G. Parked in Areas not Striped for Parking: All paved parking lots have been marked with paint stripes to designate parking spaces for either autos or golf carts only. It is a violation to park in an area not striped for parking. Autos may not park in golf cart spaces that are so designated by signs. Parking two golf carts side by side in a parking space striped for cars is permitted.

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H. Parked in Unsafe Location: It is a violation to park any vehicle in an unsafe manner or location on the streets of SaddleBrooke Ranch. An unsafe manner or location is one that: (i) hinders the view of drivers approaching an intersection; (ii) hinders the ability of drivers to drive in a safe and prudent manner; or (iii) hinders or blocks drivers from exiting their driveways.

I. Parked on Streets: It is intended that on-street parking will be restricted as much as reasonably possible. Vehicles of all Members, Qualified Tenants and their Guests are to be kept in garages, driveways and other parking areas designated or approved by Developer or the Board; provided, however, this Section shall not be construed to permit the parking or storing in the above described areas of any vehicle whose parking or storage is otherwise prohibited herein or in the CC&Rs. The provisions of this Section are subject to the Golf Course rights set forth in Section 5.6.3 of the CC&Rs. The provisions of this Section shall apply only to the extent permitted by applicable Arizona law.

Parking on streets for Association events, social events, or for Guests is permitted temporarily; but no parking on the streets is permitted between the hours of midnight and 5:00 AM. Temporary parking on the street between midnight and 5:00 AM must be authorized in advance and in writing by the Board's Designee and shall not to exceed 48 hours in any seven (7) day period, provided they have received the required temporary street overnight parking permits. To obtain a permit for temporary street overnight parking, a written request must be submitted to the Board's Designee at the HOA Office, during normal business hours. All permits are issued, in writing, at the discretion of the Board's Designee. In general, a maximum of three temporary permits will be authorized to the same Lot within a one-year span. The temporary parking permit shall be attached to the inside rear view mirror of the vehicle or the front of the vehicle in the case of motorcycles and must be visible at all times.

Vehicles parked on the street shall be parked only on the side of the street with the house address ending in an even number. In addition, vehicles shall also not be parked in a location that interferes with trash collection, US postal service mail distribution, emergency vehicles or other services.

Section 5. Recreational Vehicles and Oversized Vehicle Special Rules

A. RV Parked in Street or on Driveway: RVs owned by Members, Qualified Tenants and their Guests may be parked (1) on the street subject to Subsection I above, or (2) on their driveways so as not to extend into the street, and in either event for a period not to exceed 48 hours in any seven (7) day period, provided they have received the required temporary street overnight parking permits. Sleeping in RVs while parked in SaddleBrooke Ranch is prohibited.

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B. Parking RV in Parking Lot: It is a violation to park any recreational vehicle in any designated parking lot overnight without prior written permission of Board's Designee.

Section 6. Commercial Vehicles Special Rules

A. Definition of a Commercial Vehicle: Any car, truck, trailer, tractor, recreational vehicle, or combination thereof that has lettering visible to the public which advertises any business or for-profit organization, or any vehicle used for business or commercial purposes that is too large to be housed in the existing garage. Under the CC&Rs, commercial vehicles owned or operated by the Developer, its affiliates, employees, agents, contractors, designated builders or other parties designated by the Developer are exempt.

B. Commercial Vehicle Parking: It is a violation to park any commercial vehicle overnight on any street, parking lot, residential lot, driveway, or common area within SaddleBrooke Ranch in such a manner as to be Visible From Neighboring Property. Commercial vehicles used while doing business in SaddleBrooke Ranch may be parked while doing that business only and may not be parked overnight.

Notwithstanding the above or any provision in the community documents, pursuant to the current version of A.R.S. 33-1809(2), an association shall not prohibit a resident from parking a motor vehicle on a street or driveway in the planned community, if the vehicle is required to be available at designated periods at the person's residence as a condition of the person's employment and either of the following applies:

1. The resident is employed by a public service corporation that is regulated by the corporation commission and that is required to prepare for emergency deployments of personnel and equipment for repair or maintenance of natural gas pipelines and related infrastructure, the vehicle with a gross vehicle weight rating of twenty thousand pounds or less is owned or operated by the public service corporation and the vehicle bears an official emblem or other visible designation of that corporation.
2. The resident is employed by a public safety agency, including police or fire service for a federal, state, local or tribal agency or a private fire service provider or an ambulance service provider that is regulated pursuant to title 36, chapter 21.1, and the vehicle has a gross vehicle weight rating of ten thousand pounds or less and bears an official emblem or other visible designation of that agency.

However, in the event that the above referenced statute is modified or repealed, this provision shall automatically be similarly modified or repealed.

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Section 7. Off Street Paths

The use of off street paths, other than golf course paths, for purposes other than their posted use (example: "Pedestrians Only" or "Golf Carts, Bicycles, Pedestrians Only") is a violation of this Section and is subject to the penalties of Section 8 below.

Section 8. Schedule of Fines

These fines are payable to the Association and are in addition to, not in lieu of, any other rights and remedies available at law or in equity. Pursuant to Arizona Revised Statute Section 33-1803 (as such statute may here hereafter amended or revoked), these fines may be imposed after notice and an opportunity to be heard. The Association's other rights and remedies include, without limitation, the right to suspend the voting rights of any Member/Homeowner, the right to suspend the right of any Member to use the Common Area recreational facilities or to use particular entrance gates or particular paths of ingress and egress.

A. All Moving Violations:

- 1st offense: \$25
- 2nd offense: \$50
- Each additional offense: Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

B. Parking and Off Street Paths Violations:

- i) Parking in a fire lane, in front of a fire hydrant, in a Handicap Space, or illegally parking a Commercial Vehicle:
 - ii) 1st offense: \$25
 - 2nd offense: \$50
 - Each additional offense: Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.
- iii) Overnight parking on street violations:
 - 1st offense: Warning
 - 2nd offense: \$25
 - Each additional offense: Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.
- iv) Other Parking violations and Off Street Paths violations:
 - 1st offense: Warning
 - 2nd offense: \$20

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Each additional offense: Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

This fine schedule is based on a rolling twelve (12)-month period preceding the last violation. The above fines are to be imposed only after notice and opportunity to be heard and compliance with the other requirements of Arizona Revised Statute Section 33-1803 (as such statute may be hereafter amended or revoked).

ARTICLE V Swimming and Lap Pools, Whirlpools & Fitness Centers

Section 1. Pools, Whirlpools and Pool Areas

A. Only Members, Qualified Tenants and Guests shall be allowed to use the pools, whirlpools and pool areas. They must have their appropriate membership card. If a Guest is accompanied by a Member or Qualified Tenant with a valid card, a Guest card is not required. It is a violation of this rule to permit any others to use your key or code to enter the pool enclosures.

B. The pools, whirlpools and pool areas are open during posted hours, which may vary seasonally.

C. The Fitness Center has one pool that has been designated as a children's pool, for people under the age of 16. However, children who are not toilet trained are not allowed in the children's pool. Small toys are permitted provided that they are not used in a disruptive or dangerous manner. The accompanying adult will be responsible for the proper use of these toys.

D. At least one designated adult must accompany any Guest under the age of 18. No Guest under the age of 18 is allowed in the whirlpools or any pool other than the children's pool.

E. To help keep the pools sanitary, all persons must shower prior to entering or re-entering the pools and/or whirlpools. Use of water-proof sunscreen is permitted.

F. Pets, except for those specifically trained to assist the sight impaired or other handicapped person (and that are so identified), are not allowed in any pool areas.

G. No toys (except those specified in subsection C) or flotation devices are allowed except for one single noodle not exceeding six (6) feet in length per person. Arm flotation bands or flotation vests for small children are allowed when accompanied by an adult in the pool.

H. Proper swimming attire is required. Cutoffs, jeans or diapers are not allowed in the pools.

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- I. No glass, food, tobacco or alcoholic beverage is allowed in any pool area, other than during events sponsored or approved by the Board's Designee. Nobody is permitted to bring their own liquor into the pool area. Non-alcoholic beverages in plastic or metal containers are permitted in the pool area.
- J. A maximum of six (6) Guests for each Member are allowed at any one time unless otherwise authorized by the Fitness Director or the Board's Designee.
- K. Running, diving, jumping into the pool, skateboarding, rollerblading or similar activities and rowdiness are not allowed.
- L. Classes have precedence over recreational swimming.
- M. Lap swimmers must register and sign up for lanes in designated lap pool. Lanes may be used for up to 45 minutes if other swimmers are waiting. Only lap swimming is permitted in designated lap pool unless otherwise authorized.
- N. It is everyone's responsibility to adhere to these rules. If a violation is noted, notify Fitness Center personnel or the Board's Designee if Fitness Center personnel are not available.
- O. No lifeguard will be on duty. All individuals swim at their own risk. Members assume responsibility for themselves and all of their Guests using the pool facilities.

Section 2. Fitness Centers

- A. Alcoholic beverages are not permitted in the Fitness Center other than during events sponsored or approved by the Board's Designee.
- B. Persons under the age of 18 may not use exercise equipment.
- C. Appropriate workout attire is required in the Fitness Centers. No sandals or street shoes are allowed. Rubber soled footwear is required.
- D. Persons using exercise equipment are required to wipe down the exercise equipment after use.
- E. Members, Qualified Tenants and their Guests using the Fitness Center must sign a waiver agreement, provide medical background information, and attend an orientation session before using the equipment. Posted procedures for the use of all equipment must be observed. Qualified users will be issued a personal identification tag or medallion that must be worn at all times while using the equipment. Tags and medallions remain the property of Association, are not transferable, and must be surrendered when no longer using the equipment. Tags and medallions may not be loaned to others or used by anyone other than the person to whom they are issued.

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Sign up sheets for the orientation sessions are available at the Fitness Center. Guest orientations are available only by appointment.

F. All items for bulletin boards must have prior approval of the Board's Designee before posting.

G. Lockers and showers are to be used only by Members, Qualified Tenants and their Guests in conjunction with use of the Sports and Fitness Facilities.

ARTICLE VI Clubhouse Rules

Section 1. Clubhouse Hours

The Clubhouse will be open seven days a week. Events and activities will determine the actual hours, which hours will be posted at the Clubhouse. Extended hours must be approved through the Clubhouse Office. Clubhouse office hours vary and will be posted at the desk.

Section 2. Homeowners' Membership Cards

Members and Qualified Tenants should carry their Membership Cards with them. It is your identification giving you the right to use the facilities. You may be asked to present it.

Section 3. Guest and Qualified Tenant Cards

Guests wishing to use the facilities when a Member does not accompany them must have a Guest Card in their possession. (See Article VIII.) Guest Cards are available at the La Hacienda Club if you provide a guest card.

Members/Homeowners must first surrender their membership card to the Association before a Qualified Tenant can apply for a Qualified Tenant membership card. (See Article VIII).

Section 4. Dress Code

Swimwear or spiked golf shoes are not allowed anywhere in the Clubhouse. Shirts, pants or shorts, skirts or dresses, and shoes shall be required for all persons. Tennis and golf clothes are appropriate. The dress code for dining in the Clubhouse dining rooms is as designated by the dining room manager (no cutoffs or tank tops are allowed). Shorts (no shorter than mid-thigh) are permitted during the warm season. Certain events may be designated as formal or "black tie."

Section 5. Smoking

Smoking is not permitted within any Association building at any time.

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Section 6. Weapons

Weapons of any type are not permitted in any Association facility except during concealed weapon classes or Gun Club meetings that have been specifically authorized by the Board's Designee. Law enforcement officials are exempt.

Section 7. Food and Beverage

A. Outside catering from any source (other than that furnished by Clubhouse restaurants) is not permitted in any Association facility.

B. Food and beverages including potluck functions, self-catering and "brown bag" meals may not be brought into the Clubhouse, Pro Shop, Grill, Fitness Center, and Pool areas, except as noted in Article V, Section 1, I.

C. Alcoholic beverages may not be brought into any Association facility. The Association must furnish all alcoholic beverage service.

Section 8: Activity Rooms

Please check with the sports club for policies and information concerning room usage.

Section 9. Kitchens

Persons who are not employees are not allowed in kitchens or bar service areas unless specifically authorized by management.

ARTICLE VII Tennis/Pickleball Courts Rules

Section 1. General

A. Except as otherwise provided herein, only Members, Qualified Tenants, and their Guests are allowed use of the court facilities located at SaddleBrooke Ranch. Nonresidents, when invited to participate in "League Play", "Official Organized Events" or an "Authorized Group Program" (all as defined in Section 3 below), may use the courts during the specified event.

B. The tennis courts are to be used for tennis only. Pickleball courts are to be used for pickleball only. No other sports or activities are allowed.

C. Appropriate sports attire must be worn at all times when playing on the courts. Rubber-soled footwear is required. If a Member or Qualified Tenant will be out of town and expecting a Guest, the resident must complete a "Resident Vacation" form at the Sales Office in addition to applying for a Guest Card collared shirts or sleeved T-shirts at all times. The following items of apparel are not acceptable on the courts.

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Men: Tank tops, swimsuits, and cutoffs.

Women: Tube tops, bare midriffs, halter-tops, swimsuits, cutoffs and the like.

D. An adult must be in attendance when Guests under the age of 18 use the courts.

E. Pets are not allowed in the court facilities located at SaddleBrooke Ranch (including, without limitation, on tennis courts, pickleball courts or in areas where food is being served), except for those specifically trained to assist sight impaired or other handicapped persons (and that are so identified). Pets in the vicinity of tennis courts must be leashed and controlled in a manner so as to not disrupt players or spectators when play is in progress. Article X, Section 1 of these Community Rules contains additional information on pets.

Section 2. Scheduling and Reservations

A. Please check with the Fitness Center for additional policies and information, if any, concerning use of the court facilities located at SaddleBrooke Ranch. Only personnel authorized by the Board shall make entries into the master schedule.

B. Hours of operation of the court facilities located at SaddleBrooke Ranch will be posted on the doors of the facilities and available at the Fitness Center. At the discretion of the Board, the hours may change to accommodate seasonal or operational needs.

C. Reservations for both singles play and doubles play will be for a maximum period of two (2) hours, except for League Play, Official Organized Events or an Authorized Group Program. Court reservations for consecutive, back-to-back two-hour blocks of time may not be made.

Section 3. Non-Open Play

A. "Prime Time" is defined as the first six (6) hours of each day, in two-hour increments, of seasonally adjusted scheduled court play. The Board anticipates that a SaddleBrooke Ranch Tennis Club and/or SaddleBrooke Ranch Pickleball Club (the "Tennis Club/Pickleball Club") will be formed. The Board further anticipates that such Tennis Club/Pickleball Club will sponsor "Official Organized Events" throughout the year for the benefit of its members and to increase interest in Tennis /Pickleball throughout the SaddleBrooke Ranch.

B. Once the Board approves a Tennis Club/Pickleball Club, courts will be reserved for the Clubs Official Organized Events during Prime Time on Monday, Tuesday, Thursday, Friday and Saturday. Official Organized Events include men's, ladies', and mixed doubles.

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C. "League Play" includes USTA/USA Senior, Super Senior and Adult competition. Two hours will be scheduled for League Play matches, including warm-up and play. These matches will have priority over any other reservation until the conclusion of the match.

D. "Authorized Group Play" is programs requiring multiple court use over a period of time, which first receive approval from the Board's Designee. Requests must be made in writing and include, sponsor(s), dates, times, number of courts and other particulars as may be required.

Section 4. Open Play

A. Open play is all day Wednesday and Sunday and any time not scheduled for organized league play, Official Organized Events or an Authorized Group Program. All players must complete any reserved play for the present day before reserving a court for the same day of the following week.

B. Open courts are any courts not reserved. They may then be reserved on a first come basis. A ten (10) minute default time is used for all court reservations except for League Play, Official Organized Events or an Authorized Group Program.

C. Two courts are available during Official Organized Events for use by Members, Qualified Tenants and Guests who are not members of the SaddleBrooke Ranch Tennis Club/Pickleball Club. Exceptions can be made when deemed appropriate by the Board's Designee. These courts may be reserved no more than one week in advance. If not reserved or needed for League Play, Official Organized Events or an Authorized Group Program, these courts become open courts.

Section 5. Clinics and Lessons

Tennis/Pickleball professionals must pay a usage fee to conduct fee-based clinics or lessons using SaddleBrooke Ranch tennis facilities. They must first register and sign a contract by contacting the Board's Designee.

Section 6. Ball Machines

Any Member, Qualified Tenant or Guest may use ball machines, if any, that are owned by the Association and are made available for use. Ball machine use is not to exceed one (1) hour. Persons not familiar with ball machines are required to attend an orientation before first use. Information about available ball machine orientation programs, reservation rules and other limitations on use will be made available at the Fitness Center.

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Section 7. Enforcement of Tennis/Pickleball Rules

Violations of Tennis/Pickleball Rules are subject to citation and review in accordance with these Community Rules.

ARTICLE VIII Guests, Qualified Tenants and Associate Members

Section 1. Guests

A. The following rules have been established for Guests. Please read them carefully and understand that these rules must be complied with strictly. Members and Qualified Tenants are responsible for making their Guests aware of the CC&Rs, any applicable Tract Declaration, the Community Rules, the ALC Guidelines, the Association Articles and the Association Bylaws, club policies, rules, and dress codes and are responsible for violations of the same by any of their Guests.

B. As set forth in Article I, Section 3 above, "Guests" are defined as non-resident friends, relatives, guests or invitees of Members or Qualified Tenants who are visiting SaddleBrooke Ranch at the personal invitation of, and with specific knowledge and sponsorship of, the same. In addition, the Board of Directors has set a limit to the amount of time anyone under 19 years of age may visit, at any given time, to a maximum of three weeks. Additionally, no such guest under 19 years of age may visit more than six weeks total in one calendar year.

C. A Guest Card is required when a Member or Qualified Tenant will not be accompanying a Guest at all times the Guest is using Association facilities. Each such Guest over the age of 18 must have his/her own Guest Card. A Guest Card is not required when the Member or Qualified Tenant will be accompanying the Guest at all times or when Guests are attending management approved functions. When using the facilities, a Guest must at all times be accompanied by a Member or Qualified Tenant or have a valid Guest Card in his/her possession and must comply with all Community Rules applicable to the facility being used.

D. A Member or Qualified Tenant must apply for Guest Cards at the Sports Club. Guests may not apply for additional Guest Cards. Guest Cards are issued by the Board's Designee for a maximum of 15 days and can be renewed for an additional fifteen (15) days during any twelve (12)-month period. No further Guest Cards will be issued to that Guest during that period. The Board reserves the right to limit the number of Guest Cards to be issued with respect to the same Lot.

E. If a Member or Qualified Tenant will be out of town and expecting a Guest, the resident must complete a "Resident Vacation" form at the Association Office in addition to applying for a Guest Card.

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F. Nonresidents are ineligible for membership in SaddleBrooke Ranch clubs and organizations. Nonresident participation in scheduled activities may be accommodated only on a space-available basis after resident demand for space in the activity has been satisfied and then only under the personal sponsorship of a Member or a Qualified Tenant.

G. The Board or the Board's Designee, in their respective discretion, may restrict the use of any Association facility by Guests or the attendance of Guests at any Association function or activity.

H. Guests under the age of 18 may use the Sports Club facilities only when accompanied by an adult Member, an adult Qualified Tenant or an adult Guest with a valid Guest Card.

Section 2. Qualified Tenants

A. The CC&Rs include specific requirements regarding the leasing of Dwelling Units and Lots. The requirements set forth in these Community Rules are in addition to, and not in lieu of, the requirements set forth in the CC&Rs.

B. All leases shall be for a minimum duration of ninety (90) days.

C. Qualified Tenants must meet the age requirements for living in SaddleBrooke Ranch as stipulated in the CC&Rs.

D. Only Qualified Tenants whose leases comply with the terms of these Community Rules and the CC&Rs may use the Association facilities.

E. Members/Homeowners must apply for Qualified Tenant Cards for their Qualified Tenants. Before Members/Homeowners can apply for Qualified Tenant Cards for their Qualified Tenants, the Members/Homeowners must first surrender their Homeowners Membership Cards to the Association. No Qualified Tenant Cards will be issued until the Members/Homeowners surrender their Homeowner Membership Cards. Without a Qualified Tenant Card, Qualified Tenants are not allowed to use the facilities. Assuming all Homeowner Membership Cards are surrendered, the Association will only issue two Qualified Tenants Cards per Lot. Up to two additional Qualified Tenant Cards may be purchased, in the discretion of the Board's Designee, at a cost of one-half the Annual Assessment attributable to a Membership.

F. Members/Homeowners are responsible for making their Qualified Tenants aware of the CC&Rs, any applicable Tract Declaration, the Community Rules, the ALC Guidelines, the Association Articles and the Association Bylaws, club policies, rules, and dress codes, and Members/Homeowners and their Qualified Tenants are jointly and severally liable for any fines or penalties resulting from Qualified Tenants violating any of the foregoing documents.

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Section 3. Associate Memberships

A. The CC&Rs include specific provisions regarding Associate Memberships. The requirements set forth in these Community Rules are in addition to, and not in lieu of, the provisions set forth in the CC&Rs. As set forth in Section 9.3.1 of the CC&Rs, if more than two (2) persons are residing in a Dwelling Unit, the additional person(s) (over two (2)) residing in the Dwelling Unit must apply for an Associate Membership (and pay an additional Assessment as set forth in the CC&Rs) in order to use the facilities. As more specifically set forth in the CC&Rs, no person under 19 years of age may reside permanently at SaddleBrooke Ranch Resort Community. Any person under 19 years of age who exceeds the Guest period is considered residing in a Dwelling Unit in order to use the facilities.

B. An Associate Membership may be purchased by the Member/Homeowner at the Association Office at the rate of 50% of the Annual Assessment attributable to a Membership. This fee may be paid on an annual or semi-annual basis, as is the Annual Assessment. Associate Memberships are limited to two (2) per Dwelling Unit.

C. Associate Members may use all facilities available to, and under the same conditions as, Members/Homeowners.

D. When using the facilities, an Associate Member must at all times have a valid Associate Member Card in his/her possession and comply with all Community Rules applicable to the facility being used.

E. Members/Homeowners are responsible for making their Associate Member(s) aware of the CC&Rs, any applicable Tract Declaration, the Community Rules, the ALC Guidelines, the Association Articles and the Association Bylaws, club policies, rules, and dress codes, and Members/Homeowners and their Associate Member(s) are jointly and severally liable for any fines or penalties resulting from Associate Members violating any of the foregoing documents.

Section 4. Membership Voting

No Guest, Qualified Tenant or Associate Member shall have voting rights. A Member may assign its voting rights only as provided in the Association's Bylaws.

ARTICLE IX Assessment Collection Procedures

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Section 1. General

A. The CC&Rs include specific provisions regarding Assessments. The provisions set forth in these Community Rules are in addition to, and not in lieu of, the provisions set forth in the CC&Rs.

B. Annual Assessments may be paid annually or semi-annually, with the first installment due and payable on or before January 1 of each calendar year and the second installment due and payable on or before July 1 of each year.

C. The Amenities Fee provided for in the CC&Rs shall be payable annually or semi-annually, with the first installment due and payable on or before January 1 of each calendar year and the second installment due and payable on or before July 1 of each year.

D. As permitted by the CC&Rs, at a future date, the Association will impose reasonable minimum food and beverage spending requirements, and the amount, the method of imposition and other specifications will be set forth in these Community Rules.

E. Any payments, which are not paid by the due date, shall be deemed delinquent, and the Member/Homeowner shall be subject to interest, late fees and liens as described in the CC&Rs.

F. Within thirty (30) days, a notice of past due Assessment will be mailed on all Assessments that have not been paid by the due date. Any interest and late fees on the late payment, which have accrued as of such date, will be included on the billing statement.

G. Every thirty (30) days thereafter, notices will be sent to the delinquent Member/Homeowner reflecting the amount then due, including any interest, late fees and administrative processing charges that have accrued as of such date.

H. At ninety (90) days past due, to the maximum extent permitted by law, a lien may be placed against the Member/Homeowner's Lot and/or such other appropriate legal action may be taken. All collection agency fees, attorneys' fees, witness fees, costs and other expenses shall be included.

I. There will be an administrative charge for each returned check.

J. Each Member shall be obligated to inform the Association in writing of any change of address.

K. In addition to all of the foregoing, during anytime in which a Member/Homeowner's Assessments or Amenities Fees are delinquent, the Board may suspend the voting rights of that Member/Homeowner and suspend the right of that

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Member/Homeowner (and any Associate Member, Qualified Tenant or Guest claiming through the Member/Homeowner) to use the Common Area recreational facilities or to use particular entrance gates or particular paths of ingress and egress. Additionally, the Board may post a list of all Member/Homeowners whose Assessments or Amenities Fees are past due on a clubhouse bulletin board (or on any other similarly prominent location).

Section 2. Successor Members and Change of Ownership

- A. A Member/Homeowner shall timely notify the Association of a pending sale of the Member/Homeowner's Lot.
- B. Upon receipt of a written notice of a pending sale that contains the name and address of the buyer, the Association will furnish an association disclosure statement and required documents to the buyer of the Lot in accordance with Arizona Revised Statute Section 33-1806, as it may be modified, amended or repealed. The Association shall have the right to charge the selling Member/Homeowner a reasonable fee for providing such disclosure statement.

ARTICLE X MISCELLANEOUS

Section 1. Pets

- A. The CC&Rs include specific provisions regarding pets. The provisions set forth in these Community Rules are in addition to, and not in lieu of, the provisions set forth in the CC&Rs. The pet's owner is responsible for the conduct of his or her pet at all times.
- B. It is the pet owner's responsibility to remove and dispose of any solid waste deposited by such animal on private or public property, including common property. Pets, except for those specifically trained to assist the sight impaired or other handicap (and that are so identified), are not allowed in any Association facility, in pool areas or on the tennis courts.
- C. The penalties for violations regarding pets are as follows:
 - 1st Offense: Warning
 - 2nd Offense: \$20.00
 - Each additional offense: Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

This fine schedule is based on a rolling twelve (12)-month period preceding the last violation. The above fines are to be imposed only after notice and opportunity to be

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heard and compliance with the other requirements of Arizona Revised Statute Section 33-1803 (as such statute may be hereafter amended or revoked).

Section 2. General Nuisances

A. The CC&Rs include specific provisions regarding nuisances. The provisions set forth in these Community Rules are in addition to, and not in lieu of, the provisions set forth in the CC&Rs.

B. The penalties for violations regarding nuisances are as follows:

1st Offense:	Warning
2nd Offense:	\$10.00
Each additional Offense:	Refer to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

This fine schedule is based on a rolling twelve (12)-month period preceding the last violation. The above fines are to be imposed only after notice and opportunity to be heard and compliance with the other requirements of Arizona Revised Statute Section 33-1803 (as such statute may be hereafter amended or revoked).

Section 3. Posted Notices

Notices, handbills, or the like may not be placed anywhere on Association properties without prior written approval of the Board's Designee.

Section 4. Yard Sales, Garage Sales, etc.

No Garage sales, yard sales, or driveways sales may be held on any individual Member's/Homeowner's Lot. An estate sale conducted by a professional company within the residence may be held at an individual Member's/Homeowner's Lot once during a one year period provided that (a) prior written notice is provided to the Board; (b) no more than one "estate sale" sign is placed in their front yard, which sign must (i) be professional printed, (ii) be mounted at least three feet from the curb, (ii) be no higher than five feet above grade level and (iii) not exceed 2 X 3 feet in size; and (c) no lead-in/directional signs. The Association may also, from time to time, in its sole discretion permit a club or group of Homeowner's to organize a community yard sale/flea market to be held in a location and subject to any other restrictions approved by the Association in its sole discretion.

ARTICLE XI SOLICITATION/SIGNAGE

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Section 1. Solicitation

Solicitation by direct house-to-house contact of homeowners by any organization, company or individual by ringing the doorbell or knocking at any residential property is prohibited.

Section 2. Signage

- A. Signs that are Visible From Neighboring Property shall be erected or maintained in compliance with the ALC Guidelines.
- B. The ALC reserves the right to refuse to grant permission for the erection of a sign otherwise conforming to the ALC Guidelines, or to revoke permission previously granted, if such sign is aesthetically offensive, dangerous or creates a nuisance to surrounding property. The Board reserves the right to remove any sign in violation.

Section 3. Violations

Any Member/Homeowner violating the provisions of this Article shall be subject to the enforcement process in Article I, Section 8 of these Community Rules. The Member/Homeowner shall be held responsible for the actions of his or her Associate Members, Qualified Tenants and Guests.

ARTICLE XII GOLF COURSE RULES

The Association does not own the Golf Course. Please contact the Sales Office or Pro Shop for rules and regulations regarding the use of the golf course.