

**QUAIL CREEK VILLAS ASSOCIATION INC.**

**ARCHITECTURAL & LANDSCAPING  
REQUIREMENTS & GUIDELINES FOR VILLAS  
UNITS 21A, 33A AND 33B**

**APPROVED: August 21, 2023**

**BY: BOARD OF DIRECTORS**

**QUAIL CREEK VILLAS ASSOCIATION, INC.**

## DEFINITIONS

**"Association"** shall mean the Quail Creek Villas Association, Inc.

**"Board"** shall mean the Board of Directors of the Quail Creek Villas Association.

**"Committee"** shall refer to an active ALC Committee.

**"Common Areas"** refers generally to Association land; see CC&Rs for details. The Association is responsible for the maintenance of all Common Areas except for the landscape maintenance within the Common Area designated as the Courtyard.

**"Courtyard"** shall mean that area beginning at the rear of the Villa patio and extending in all directions to the extent of the Courtyard wall.

**"Guidelines"** shall mean the Architectural and Landscaping Requirements and Guidelines, as approved by the Board.

**"Management Company"** shall mean that company hired to manage the business affairs of the Villas HOA.

**"Master Association"** Shall mean the Quail Creek Country Club Property Owners Association, Inc.

**Master CC&R's"** shall mean the Covenants, Conditions and Restrictions of Quail Creek Country Club Property Owners Association

**"Villa CC&R's"** shall mean The Declaration of Annexation, Tract Declaration and Declaration of Covenants, Conditions and Restrictions for Quail Creek Villas.

**"Villa Lots"** as defined in the Quail Creek Villas CC&R's.

**"Villa Owner"** shall mean all Members of the Quail Creek Villas Association.

## **INTRODUCTION**

Owners of Quail Creek Villas lots are subject to the Master CC&R's, Master Architectural and Landscape Requirements and Guidelines, Villas CC&R's and the Villas Architectural and Landscape Requirements and Guidelines as approved by the Board. The current management company is responsible for administering the Architectural and Landscaping Requirements and Guidelines as approved by the Board. The Quail Creek Villas Owners are subject to the Guidelines of the Master Association and this document serves as a supplement to those Guidelines, specific to the Quail Creek Villas.

## **THESE GUIDELINES COVER ANY ADDITION OR MODIFICATION TO THE EXTERIOR OF THE VILLA AND ANY PERSONAL PROPERTY ADDED TO OR PLACED ON THE VILLA LOT OR THE EXTERIOR OF THE VILLA.**

It is the responsibility of homeowners to make sure they have the most recent copy of the Guidelines and all necessary forms, which may be found on the Quail Creek Villas website (<https://quailcreekvillas.nabrnetwork.com/home.php>) or obtained at the current property management's office. These Requirements and Guidelines and any updates, as approved by the Board, supersede any prior ALC Requirements and Guidelines.

## **PERMIT APPLICATIONS**

Approval is required for any addition or modification to the exterior of the Villa and any personal property outside the Villa patios/courtyards and items not otherwise approved in the guidelines.

Permit application forms are available on the Villas website (<https://quailcreekvillas.nabrnetwork.com/home.php>). The application form and any required supporting documents must be submitted to the Management Company.

## **APPEALS**

Homeowners may appeal a decision made by the current management company. Residents wishing to have a hearing with the Board to appeal a fine, sanction or penalty must submit a request for a hearing. The request must be submitted via certified mail within ten (10) business days from the notification of violation(s) and applicable pending fine(s), sanction(s) or penalty(s). Refer to QCPOA Rules, Article 3 for details.

## **FEES**

A ten (\$10.00) dollar application fee must be submitted with each Permit application.

When a Permit is required for a project, and work on the project has begun before the current management company has received and approved or granted an extension for continued work for an existing Permit application, the work will be stopped until a Permit application is received and approved by the current management company and a Permit issued. The current management company shall assess the homeowner a fine of two hundred-fifty (\$250.00) dollars. Prior to issuance of a Permit, the current management company shall inspect the work that has been completed to determine compliance with the CC&R and Guideline Rules. Where applicable, the current management company shall also specify appropriate corrective action for any completed work not subsequently approved.

## **CONTRACTOR SELECTION**

For their own protection, homeowners should exercise due diligence in selecting a contractor for all architectural and landscaping work. The final responsibility for selecting a contractor is up to each homeowner. Neither the Association, Board, nor the current management company endorses the selection of or warrants the work of any contractors hired by homeowners, thus the Association, Board, or the current management company are not involved with respect to the licensing of any contractors performing work for homeowners within the development. In addition, neither the Association, Board, nor the current management company has any authority over any contractor conducting business for homeowners within the development.

The current management company recommends that homeowners use only licensed, bonded, and insured contractors for all architectural and landscaping work. State law mandates that a licensed contractor be used for any project whose cost is more than \$1,000.00. Licensing of contractors is the responsibility of the Arizona Registrar of Contractors. License status and complaint records may be obtained from the State Registrar of Contractors, or from their web site at <https://roc.az.gov>.

Neither the Association, Board, nor the current management company have authority over any contractor and cannot intervene if a problem or dispute arises between a homeowner and a contractor. Note that in all cases it is the responsibility of the homeowner to ensure the contractor complies with all relevant provisions of the CC&R's, Guideline Rules, external ordinances, codes and/or regulations.

## **INSPECTION RIGHTS**

- A. The current management company has the right (but not the obligation), in its discretion, to inspect any work for which a Permit has been issued to verify that the original plans approved by the current management company have been followed. Inspections may also be conducted if a complaint is received. When necessary, inspections may be conducted in the homeowners' absence.
- B. If it is determined by the current management company that completed or work in-progress is not compliant with these Guideline Rules, CC&R's or the approved project plan (Permit), the current management company will give written notice to the homeowner that corrective action shall be required.
- C. If the homeowner fails to act within the timeframe provided in the written notice, the current management company at its discretion could assess the homeowner penalties in accordance with Guideline Rules, Article 4.10, and refer the matter to the Board for further handling.

## **ENFORCEMENT**

If the current management company finds that any Villa Owner is in violation of the Quail Creek Villas CC&R's or Quail Creek Villas Architectural & Landscaping Requirements and Guidelines, then the current management company shall refer the violations to the Board of Directors for further action.

## **VIOLATIONS**

**COMMON AREA VIOLATIONS:** The removal or trimming of trees and/or plants, or the alteration of the ground in any manner, within these areas is strictly prohibited and will result in a fine of up to one thousand dollars (\$1,000.00). In addition, the Property Owners Association shall have the damage corrected and restored at the property owner's expense. The violator will be required to remove all prohibited materials (See CC&R Article 1.9).

**WORK WITHOUT A PERMIT:** When a Permit is required for a project, and work on the project has begun before the current management company has received and approved or granted an extension for continued work for an existing Permit application, the work will be stopped until a Permit application is received and approved by the current management company and a Permit issued. The Villas Board of Directors shall assess the homeowner a fine of two hundred-fifty (\$250.00) dollars.

Prior to issuance of a Permit, the Committee (or Villas Board of Directors in the absence of an active Committee) shall inspect the work that has been completed to determine compliance with the CC&R and Guideline Rules. Where applicable, the current management company shall also specify appropriate corrective action for any completed work not subsequently approved.

**OTHER VIOLATIONS:** For other violations of the CC&R and Guideline Rules, the homeowner will be sent, by first class mail, a notice giving details of the violation. Within twenty-one (21) calendar days of the date on the notice, the homeowner shall bring the property into compliance or arrange with the current management company, in writing, a reasonable course of action to correct the violation within a time frame agreeable to both the homeowner and the current management company.

Failure to act within twenty-one (21) calendar days of the date on the notice, the current management company, at its discretion, shall assess the homeowner a fine of two hundred-fifty (\$250.00) dollars.

After thirty (30) calendar days, the current management company shall refer the matter to the Board who has the authority to have necessary corrective work done at the homeowners' expense.

Additional fines and penalties to the homeowner could be imposed as determined by the Board for non-compliance.

## **Architectural and Landscaping Guidelines Quail Creek Villas Unit 21A, 33A and 33B (With and Without Courtyards)**

This document is specific to the Quail Creek Villas Unit 21A, 33A and 33B. It is intended to be a guide to the Villa Owners and provide a list of things acceptable and prohibited. The Guidelines are not totally inclusive, and the omission of any item does not mean it is prohibited or acceptable. The current management company will review each properly submitted application and determine the acceptability of the request.

**NOTE: THE VILLA OWNER IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THE VILLA OWNER OR THEIR AGENT AS A RESULT OF THE INSTALLATION OR USE OF ANY IMPROVEMENTS OR MODIFICATIONS. AT TIME OF SALE, ANY MODIFICATION REMOVAL, INCLUDING ANY ITEMS PLACED ON WALLS, MUST BE PATCHED AND REPAINTED TO ORIGINAL CONDITION BY THE HOMEOWNER.**

### **ITEMS PROHIBITED:**

- **Additional in-ground yard plants**

Note: A homeowner can request the replacement of missing or dead plants and/or trees by completing a permit application is located at: <https://quailcreekvillas.nabrnetwork.com/home.php>. There will be no charge for this permit. With a permit application, villa owners may request additional plants to be planted upon approval by the current management company. These additional plants will not be included on the dripper irrigation system. The villa owner will be responsible for maintaining these plants, i.e., watering. Should these plants die, the Quail Creek Villas Association is not responsible for replacement.

- **Concrete coating.**

Concrete coating is not allowed on driveways, walkways, or front entries.

- **Drip systems.**

- **Trellises or lattice panels.**

- **Wood Burning Fireplaces, fire pits, kivas, chimineas, charcoal grills, wood pellet grills or smokers.**

- **Hammocks, tents, camping equipment.**

- **Hanging flowerpots.**

Except for pots hanging from a shepherd's hook (limit one) located on the patio or courtyard.

- **Hose reels.**

Not allowed and no hoses may be left outdoors unless in a Sonoran Desert themed hose pot.

- **Hot tubs, permanent water features, misting systems, portable, permanent, or disposable water pools.**

- **Pavers or tiles.**  
On/or along driveways, walkways, or entry ways.
- **Exterior Lighting**  
Quail Creek has been established as a Low Ambient Lighting Zone in line with the local Dark Sky ordinances and restrictions of the Town of Sahuarita. Therefore, continuous illumination of exterior lights, is prohibited. NO lighting, including patio lights, shall create an undue glare to neighbors. (3.21 Master QC ALC Guidelines)
- **Landscape or Solar Lights.**  
Landscape or solar lights in front yard or focal tree.
- **Bug Lights/Zappers.**
- **Weather equipment, weather veins, flag poles, TV or radio antennas or any communication tower \*except those allowed under the Telecommunications Act of 1996.**
- **Wind chimes, bells or any noise-making apparatus.**
- **Commercial signage.** (Refer to QCALC for further detail.)  
For Sale signs are limited to one sign with a size not to exceed eighteen by twenty-four inches with an additional rider connected not to exceed six by twenty-four inches as per AZ Statue 33-441.
- **Bird baths, bird houses and feeders.**  
Bird feeders (on ground seed blocks or feeding trays), birdhouses and bird baths of any type are prohibited except for hummingbird feeders, which are allowed with a limit of 2 feeders on patio or in the courtyard area only to eliminate the potential of becoming a nuisance to neighboring properties and not allowed in the common area.
- **Feeding of wildlife**  
Feeding of wildlife is strictly prohibited per AZ Statute 13-2927.

## **ITEMS ALLOWED WITH PERMIT (\$10.00 fee required)**

- **Patios and patio extensions**

Note: Pavers, artificial turf and travertine stone are acceptable materials for the courtyard. A five-foot extension of the patio is allowed using pavers for Villa Lots within 21A and 33A. For Villa Lots in 33B, the patio extension is allowed to the extent of the courtyard. Type and color subject to current management company review and approval.

**Note:** Installation must not alter the builder's drainage of the property. The Villa Homeowner shall contact and request an inspection by the Contactor so designated by the Association for the purpose of determining that the termite barrier remains intact. Any cost associated with the inspection and subsequent termite barrier repairs shall be borne entirely by the Villa Homeowner.

- **Roll-down shades**

Manual roll down shades are allowed in rear patio. Manual shades, electric shades, or solar shades must match the color scheme of the Villa. A permit from the Town of Sahuarita is required for electric shades prior to installation.

- **Security Door and Foyer gates**

Must be painted Rustic Iron, Pyrite, Black Bean, Turkish Coffee or match the existing color scheme of the villa.

- **Locking Security Doors**

Locking security doors can be affixed to the front door frame or enclose the foyer.

- **Locking Foyer Gate**

Locking foyer gates may be affixed to enclose the foyer. Gate must be mounted in center of portico, please show description on application. Foyer gate (perforated metal material mesh permitted) must match color scheme; hardware (knob and hinges, etc.) must match the foyer gate paint color.

- **Sun/solar screens**

Allowed on all windows and must match the color scheme of the villa. Black color is not allowed.

- **Bird deterrents**

- **Concrete coating**

Clear, non-glossy coating is allowed on the patio and/or grill slab at back of the Villa. Concrete coating is allowed without permit for the interior garage floor. Concrete coating is not allowed on driveways, walkways, or front entries.

- **Focal Tree**

Villa Owners may replace their focal tree with any of the approved options (see Exhibit A).

- **Carriage Lights and/or Sconces and Low Intensity Lights**

1. Carriage Light Sconces shall be consistent with the community's Sonoran Desert theme, neutral in color, and of approximately the same size as those provided by the developer.
2. Sconces shall meet the requirements of the local Dark Sky ordinances and restrictions of



the Town of Sahuarita, and shall be “full cutoff light fixtures” where no light from the light source is emitted upward.

Low voltage or LED on patio or courtyard below wall. No motion detectors or colored lights allowed.

- **Solar Panels/Solar Energy Devices**

Approval will include contingencies for roof damage and maintenance.

- When the Board determines, in its reasonable discretion, that the roof needs to be maintained, repaired, or replaced, the Owner shall cooperate if the temporary removal of the Solar Energy Device is required, and the needed work cannot be accomplished without the temporary removal of all or part of the Solar Energy Device. In such an event, the Owner shall undertake and pay for all costs related to the temporary removal and reinstallation of all or part of the Solar Energy Device.
- If the Owner does not remove the Solar Energy Device within thirty (30) days after written notice from the Association (except in case of emergency), the Association may proceed to perform said obligation on Owner’s behalf. All reasonable costs incurred by the Association in the performance thereof shall be charged to Owner and shall be collectible in the same manner as unpaid assessments pursuant to Section 3(e) of the Declaration of Covenants, Conditions and Restrictions for Quail Creek Villas.
- The Owner is responsible for any damage to the roof of the Unit that results from the installation or maintenance of the Solar Energy Device.

## **ITEMS ALLOWED WITHOUT PERMIT AND FEE**

- **Termite Elimination Bait System**
- **Satellite dish**  
Provided that it is installed at the pre-wired location at the back of the home. Alternative location will be considered if prewired location does not work.
- **Flag bracket, flag and ground/garden flag**  
Bracket mounted flag maximum size is 3 feet by 5 feet (limit one). *Each Villa model should have a specific location for mounting. Ground/garden flag and holder maximum size is 12X18 inches (limit one) and may include sports teams during the appropriate season.*
- **Furniture**  
Allowed in entry way near front door but may not impede the entrance/exit in case of emergency.
- **Emergency Key**  
Lock boxes mounted near front door.
- **Gutter Guards**  
Gutter guard screens added to the tops of gutters to protect against leaves and other debris from clogging gutters.
- **Surge Protector**  
Whole-house surge protector installed in the circuit breaker box.
- **Pots at front elevation**  
(Limit three) and must be of Sonoran Desert theme.
- **Pots on back patio and/or Courtyard**  
Pots 12" in diameter or larger are limited to six (6). Patio pots shall not extend out into common areas.
- **Yard/decorations at front elevation**  
(Limit three) and must be of Sonoran Desert theme.
- **Wall Art at front elevation**  
(Limit two) and must be of Sonoran Desert theme.
- **Yard/Wall art**  
On back patio and/or Courtyard is allowed.
- **Patio TV**  
Maximum of 40 inches (limit one). *Each Villa model should have a specific location for mounting.*
- **Portable/Free Standing Gas Grills/Propane fire pits**

Must not be used under the building overhang and must not be stored in the common area.

**No wood burning fireplaces, fire pits, kivas, chimineas, charcoal grills, wood pellet grills or smokers are allowed.**

- **Patio furniture**  
Must be kept on the patio or within the Courtyard. Patio furniture is not allowed in the Common Area beyond the Courtyard of extended patio.
- **Umbrellas**  
No more than one umbrella on patio or in Courtyard.
- **Holiday Lighting/Decorations**  
**Christmas (No ALC Permit Required)**  
Christmas holiday lighting/decorations, including the installation and removal, shall be permitted starting thirty (30) calendar days prior to and ending fourteen (14) calendar days following the holiday. Illumination hours shall be from dusk until no later than 10:00 P.M.
- **Holiday Lighting/Decorations**  
**Other (No ALC Permit Required)**  
All other holiday lighting/decorations, including the installation and removal, shall be permitted starting fourteen (14) calendar days prior to and ending seven (7) calendar days following the Holiday. Illumination hours shall be from dusk until no later than 10:00 P.M.

#### **Exhibit A – Focal Tree**

Villa owners that desire to replace their focal tree may do so with any of the below approved options. Unless the focal tree is being replaced by the HOA due to storm damage, the cost of the replacement will be at the expense of the Villa owner and must be approved/permitted by the current management company prior to installation. Villa homeowner shall be responsible for the purchase and delivery of the approved focal tree. Replacement of the focal tree shall be completed by a contractor so designated by the Association with related costs borne entirely by the Villa homeowner. If replacement of a tree is due to damage during a storm, and the tree is scheduled for replacement by the HOA, the Villa owner may request that the HOA replace it with one of the below approved options. The cost of this replacement may be covered entirely by the HOA. There may be an upcharge depending upon the option selected. Any focal tree purchased by the Villa homeowner and installed by the Association shall become the property of the Association.

Removal of healthy/undamaged trees other than focal tree replacements as described above will not be permitted.

- Mastic Tree
- Texas Ebony
- Fruitless Olive
- Oak
- Saguaro