

**A Summary of
Rules and Regulations
of use to Property Owners and Renters
in San Ignacio Vistas Inc.**

**Adopted
October 12, 2010**

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1.0 INTRODUCTION AND OBJECTIVES

San Ignacio Vistas, Inc. (SIVHOA), a Homeowners Association (the Association), is a non-profit corporation. It was incorporated in 1995 for the purpose of preserving the property values and the natural beauty of the setting of San Ignacio Vistas.

As an Owner of property within San Ignacio Vistas, a resident benefits from the twenty-five+ acres of Common Areas, including nearly three miles of streets and sidewalks, extensive drainage lines and over twelve acres of natural vegetation owned by the Association. These assets are managed by the Association to preserve and enhance their value to the whole community.

The Association is self-managed by a Board of Directors (the Board) and several committees established by the Board in accordance with the governing documents.

The main objective of this Handbook is to provide our homeowners with an easy reference guide. The handbook combines and indexes the rules contained in the CC&Rs with all other Rules and Resolutions that have been adopted and distributed over time.

Recent changes to the CC&Rs were passed in an endeavor to make rules less demanding. Most like-kind replacements and repairs no longer require Architectural Committee approval. Procedures for repainting and re-landscaping, within certain guidelines, have been made easier.

Another objective of this Handbook is to make the process of compliance easier to understand.

Much of the text sets out the Rules of the Association. These have been divided into two areas: Section 3.0 deals with General Rules and Section 4.0 contains a listing of Architectural Rules. Section 5.0 will walk you through the approval process and Section 6.0 explains the Complaint Procedure.

2.0 SCOPE AND DEFINITIONS

All terms used within these rules are either defined in the CC&Rs or as follows:

2.1 Owner

Owner refers to the deed holder(s) of record of a Lot within San Ignacio Vistas. Reference may also be made to homeowner or member when referring to Owner.

Owners that rent their property are obligated to provide a copy of these rules to their tenants and are responsible for compliance with the rules by persons inhabiting the dwelling as tenants or residents.

2.2 Lot

Owner's Lot may be referred to as dwelling, dwelling unit, garage, home, house, residence or any combination of these or other terms.

2.3 Association

San Ignacio Vistas, Inc. is a self-managed, not-for-profit, homeowner association, herein referred to as the Association.

2.4 Board

The Board of Directors is elected by the Owners and is the governing body of the Association.

2.5 Secretary

The Board Secretary (Secretary) is the primary point of contact for all Association matters.

Currently SIVHOA is self-managed and the Board Secretary is the primary point of contact, frequently acting more as the manager of the Association than an officer of the Association. In the future, should the Association retain an outside management firm, then the term Secretary used herein shall refer to that management firm as the primary point of contact rather than the Board Secretary.

2.6 Governing Documents include:

- A. Articles of Incorporation of San Ignacio Vistas, Inc. "*Articles*" (dated 1995 and last revised in 2005)
- B. Amended and Restated Bylaws of San Ignacio Vistas, Inc. "*Bylaws*" (last revised October 13, 2008)
- C. Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas "*the Declaration*" or "*CC&Rs*" (dated 1995 and last revised in 2006)
- D. First Amendment to the Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas "*1st Amendment*" dated February 15, 2007

- E. Second Amendment to Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas "2nd Amendment" dated February 24, 2010
- F. San Ignacio Vistas Inc. Homeowners Rules and Resolutions "Rules" revised November 3, 2008 and replaced by Owners Handbook dated October 12, 2010.

2.7 Committees

All committees are appointed by and serve, unless relieved by the Board, for a term of one year. Generally committees operate under the authority of a Committee Charter approved by the Board. All committee members must be Owners in good standing of the Association (current with any dues or assessments and clear of any violations). Committees do not make policy but may put forward policy recommendations to the Board for their consideration. Committees must first secure Board approval before committing to any expenditure of Association funds.

In the event a committee is not appointed or is understaffed, the Board will temporarily assume all the duties of the committee until such appointment(s) can be made so that the provisions set forth in the By-laws can be satisfied.

Current committees include: Architectural, Audit, Financial Advisory, Maintenance and Nominations. Committees may be formed at the discretion of the Board.

2.8 Rules

The Rules and Regulations contained in the Owners Handbook supersede and replace the document entitled *Homeowners Association Rules and Resolutions* (Section 2.6 F) and clarify, but do not replace the other Governing Documents (Section 2.6 A through E).

The Association is subject to all Federal, State and local laws as well as its own Governing Documents. These laws and documents take precedence over any Rule in the event of conflict.

These Rules and Regulations may be periodically revised and updated by the Board within the framework of the Governing Documents of the Association.

3.0 GENERAL RULES AND REGULATIONS

The purpose of this section is to assist Owners in maintaining the Association standards of yard and exterior home maintenance and to set standards that encourage responsible resident behavior.

These standards are designed to sustain property values within the Association. In this regard the appearance of individual Lots plays an important role. It is the Board's intention that the Rules be applied in a fair, consistent, non-discriminatory manner, and that waivers or variances will be few, and then only with the approval of the Board.

3.1 Animal Feeding

No food or feed of any kind is to be placed in or distributed upon the Common Areas.

3.2 Automobiles and other Vehicles (for Parking & Storage see Section 3.14)

- A. The speed limit within San Ignacio Vistas shall: 1) be no more than is safe for existing conditions and 2) never exceed 25 mph.
- B. All references to vehicles, motorized or not, include but are not limited to all-terrain vehicles, automobiles, bicycles, golf carts, motorized bikes, recreational vehicles, tri-cycles, trucks and any other vehicle that may be ridden or driven with or without a license.
- C. No vehicle may be driven except on the street or for the purpose of ingress or egress by way of the driveway or the designated guest parking areas.
- D. No vehicle may be driven or parked in the unpaved Common Areas or on the sidewalks or curbs within San Ignacio Vistas.
- E. No vehicle may be parked on a Lot except in the garage or on the driveway.
- F. The only place an automobile or other vehicle may be serviced, maintained, repaired, rebuilt or dismantled is within the confines of the garage.
- G. Vehicles may be washed on driveways, provided such vehicles do not overhang sidewalks. Larger RVs may be washed in the street twice a year in compliance with Section 3.14 E paragraphs 4 and 5.

3.3 Bird Feeders and Birdhouses

No bird feeders or birdhouses are to be placed or hung in the Common Areas or hung over a patio wall onto the Common Areas. (Bird feeders tend to attract pack rats and the snakes that prey upon them and other pests.)

Bird feeders and birdhouses may be placed at the side or rear on the Owner's property at the Owner's discretion provided they are positioned within the perimeter wall so that feed will not fall into the Common Areas.

3.4 Burning (See Section 3.13 B.2))

No burning or incineration of trash, refuse or scrap of any kind is permitted. Burning of wood within fireplaces or chimineas is permitted. Use of wood chips in grills is permitted.

3.5 Business Use

All properties shall be used solely for private single-family residential purposes and no trade or business may be conducted on any Lot. However, any Owner may conduct a home business on the Lot so long as:

- A. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot.
- B. The business activity does not involve: 1) any Person conducting such business who does not reside on the Lot or 2) door-to-door solicitation of other Owners or their tenants and guests.
- C. The existence or operation of the business does not increase that Lot's use of any part of the Common Areas over that which is standard for a Single Family Residence.
- D. The existence or operation of the business does not require customers or delivery trucks beyond those provided by the U.S. Postal Service, UPS or similar services.
- E. The business activity does not constitute a nuisance or a hazardous or offensive use, or cause the Owner to violate 3.13 herein, or threaten the security or safety of others, as may be determined at the sole discretion of the Board.
- F. No Lot may be rented for a duration of less than one month.

3.6 Common Areas – Use and Maintenance

The Association owns over twenty-five acres set aside as Common Area. A significant portion of the Common Area is used for public utility, drainage-ways, streets, designated guest parking, sidewalks, mail box pads, entrance features and for other purposes to meet the needs of our Owners. Almost half of the Common Area is planted with trees and other vegetation. The Association maintains these and similarly planted areas that abut the Common Area where the Association has been granted a "use easement" as defined in the CC&Rs. Refer to Attachment 7.9 - (Use Easements) for examples and diagrams for additional explanation.

All maintenance of the Common Area, including trimming, topping or removal of Common Area trees or vegetation, is performed under contract with licensed, insured professional landscape maintenance companies at dates and times designated by the Maintenance Committee.

Owners may obtain information about the timing or scope of maintenance by contacting the Secretary. Owners may request service under the provisions of Attachment 7.8 - (Pruning or Removal of Common Area Trees and Other Vegetation) by using the accompanying Service Request Form.

Except as noted below, no Owner is to enter upon any portion of the planted acreage generally referred to as the Common Area without the express written consent of the Association. The reason for this restriction is to limit erosion of the soil and damage to the vegetation. We are also concerned about possible injury. With such consent members of the Maintenance Committee, other Owners and certain contractors may enter the planted acreage in the pursuit of Association business.

Use of the Common Area is further restricted as follows:

- A. The unpaved Common Area is not to be used as a pet run and should only be entered upon for the purpose of cleaning up after a pet. (See Section 3.15)
- B. No posting of signs except as provided in Section 3.16 herein.
- C. Within the Common Area there is to be no:
 - 1) Dumping of debris, including dirt or other yard waste and construction materials, or any other waste materials.
 - 2) Parking which obstructs access to mail boxes or utility fixtures located in the Common Area. (See Section 3.14)

3.7 Curbs and Sidewalks

The curbs and sidewalks are owned and maintained by the Association. The sidewalks are intended as walkways and the curbs to divert water runoff. They are not intended for the parking of a vehicle. (Driving or parking on the curbs and sidewalks will shorten their useful life, increasing our cost to maintain them and potentially interfere with foot traffic. Please ask your guests, invitees and vendors to park completely on the street.)

3.8 Emergency Access/Owner Contact

- A. Without exception, the Owner should have on file with the Secretary contact information for someone who has access to his or her home in the event of an emergency.
- B. If an Owner is not a full time resident, it is a requirement to provide the Association with an alternate address and phone number to ensure timely receipt of important mailings.

3.9 Garage and Other Sales (See also Section 3.16 B)

Owners shall notify the Secretary at least one week in advance of any garage or other sale. Sales are limited to three consecutive days and to two sales in any six-month period.

3.10 Holiday Lights

Holiday lights and similar decorations are permitted not earlier than 30 days before and shall be removed no later than two weeks after the holiday.

3.11 Maintenance by Owner (see Section 4.29)

Owners and occupants shall maintain their home, yard and landscaping and any other improvements located on their Lot in a neat, clean, attractive, safe and sanitary condition.

3.12 Materials and Trade Equipment (see Section 4.31)

No materials, equipment, vehicles or supplies used in connection with any trade, service or business may be kept, stored, parked, dismantled or repaired on any Lot or on any street within the Association except in the Owner's house or garage.

3.13 Nuisances

- A. No nuisance detrimental to any other Lot or to the Association or offensive to any Owner shall be permitted.
- B. A nuisance may include, but is not limited to, the following:
 - 1) Barking or other pet nuisances. (See also Section 3.15 B & D))
 - 2) Burning of odiferous or smoky fires.
 - 3) Loud, abusive, boisterous or excessive noise or conduct.
 - 4) Loud or noisy operation of sound systems, radios, televisions or other electronic equipment.
 - 5) Loud or noisy operation of motorized vehicles or power equipment including the revving of engines.
 - 6) Pest infested birdbaths, water containers, pools, water effects or waterfalls.
 - 7) Vegetation that undermines, grows over, or otherwise interferes with access to Common Area sidewalks.
 - 8) Release of wind-blown paper or other debris.
 - 9) Storage of odiferous materials.

3.14 Parking and Vehicle Storage (see Section 3.2 G for Washing)

No vehicle (motorized or not) shall be parked at any time in the unpaved Common Areas, on the curbs or sidewalks or on a Lot except in the garage or on the paved driveway. This and the restrictions cited below do not apply to public service and public safety emergency vehicles protected under State law.

A. Parking in the street

Except for certain commercial and recreational vehicles, overnight parking in the streets is not permitted.

B. Overnight parking in the Designated Guest Parking Area

Overnight or short term parking in the Designated Guest Parking Area is intended to accommodate our guests and is limited to a period of 72 hours (continuously or not) in any 7 day period. Owners and their tenants shall not park their vehicles in the Designated Guest Parking Area on a regular and ongoing basis, except with the express written permission of the Association.

Except for certain commercial and RVs, vehicles parked in a Designated Guest Parking Area are limited to one parking space and the vehicle should not extend beyond the parking area into the street.

C. Vendors and Construction Access

If vendor or construction equipment is to be parked within the Association overnight in order to facilitate vendor and construction access to a house or for repairs and maintenance of the Common Areas including the streets, sidewalks or curbs, the express written permission of the Association is required. To enhance public safety the vehicle and any materials left in the street shall be properly marked with reflectorized safety triangles, traffic cones or similar devices.

D. Moving vans and other delivery vehicles

Loading or unloading of delivery vehicles parked in the streets including moving vans should be done during the daylight hours when there is clear visibility of the vehicles.

If the moving van or other delivery vehicle is to be parked within the Association overnight, the express written permission of the Association is required. To enhance public safety the vehicle shall be properly marked with reflectorized safety triangles, traffic cones or similar devices.

E. Recreational Vehicles

Recreational vehicles (RVs) include, but are not limited to, ATVs, boats, campers, golf carts, motorcycles, motor homes, trailers and vans.

RVs may not be parked or stored anywhere within San Ignacio Vistas except in the confines of a standard-sized garage or as follows:

RVs may also be parked in the driveway provided they do not overhang the sidewalk or in a designated guest parking area provided they do not protrude into the street for a period not to exceed 72 hours (continuous or not) in any seven-day period and not to exceed 144 hours (continuous or not) in any thirty-day period.

RVs may also park in the street in front of their lot provided the RV does not obstruct access to a neighboring driveway and provided the RV is parked on the street for a period not to exceed 48 hours (continuous or not) in any seven-day period for the purpose of loading or unloading personal belongings. Any parking in the street also counts against the time allotted for parking elsewhere in San Ignacio Vistas.

To enhance public safety, the vehicle shall be properly marked with reflectorized safety triangles, traffic cones or similar devices. Slide outs may be temporarily extended during daylight hours only and must have a noticeable safety flag attached where it can be easily seen.

If the Owner or their guests, who may be driving or pulling one of these RVs, is to park in the driveways, streets or designated guests parking areas in San Ignacio Vistas beyond the time frames specified in Section 3.14 E, the express written permission of the Association is required.

3.15 Pets and Animals

- A. No animals other than household pets are permitted. Household pets include but are not limited to cats, dogs, small indoor birds and fish. Household pets do not include, without limitation, such animals as pigs, rabbits or snakes. No animal may be bred or raised for commercial purposes.
- B. Pet owners shall be responsible for their pets, including their maintenance and their actions both on and off their property and shall ensure that their pet is not a nuisance to other Owners.
- C. Once off the Owner's property the pet must at all times be accompanied by a responsible person and either kept on a leash as required by Pima County Code, or in an appropriate carrier.
- D. As required by Pima County Code, pet owners shall be responsible for clean-up and proper disposal of pet waste deposited in all Common Areas, including the streets or sidewalks or on any Lot including that of the Owner.
- E. Pets must be kept inside the house or when the Owner is present, within the Owner's walled yard.

3.16 Signs or posting of notices

No sign or notice shall be displayed to the public in the Common Areas or on any Lot or on any vehicle except as provided below.

- A. Billboards or advertising signs

Billboards or advertising signs are not permitted.

B. Garage and Other Sale Signs

Signs advertising garage and other estate sales can be posted at the entry ways and other locations within San Ignacio Vistas provided they are removed after sale hours.

C. For Rent Signs

A single For Rent sign may be posted in the front window or in the front yard, provided it meets the following criteria:

- 1) It must be in "like new" condition, professional in appearance and sufficiently sturdy to withstand microburst and other storms.
- 2) It cannot exceed 18" x 24" size.
- 3) If a signpost or other holding device is used, it must be placed at least three feet away from the sidewalk, the driveway and the property line. The sign post or holding device cannot exceed five feet in height and must be professional in appearance, "freshly painted" and in "like new" condition.

D. For Sale Signs

- 1) Signs advertising the sale of an automobile or other vehicle cannot be placed on or near the parked vehicle except when the vehicle is parked in the garage or driveway of the Owner.
- 2) Signs advertising the Sale of a house can be posted in the front window or in the front yard provided it meets the following criteria:
 - a) The Owner or Realtor on behalf of the Owner can place one For Sale sign and one sign rider on the Lot by State law.
 - b) Signs must be in "like new" condition, professional in appearance and sufficiently sturdy to withstand microburst and other storms.
 - c) The size of the sign is limited to 18" x 24" by State Law.
 - d) A single rider, not exceeding 6" x 24", can be attached to the sign as permitted by State Law.
 - e) If a signpost or other sign holding device is used, it must be placed at least three feet away from the sidewalk, the driveway and the property line. The sign post or holding device cannot exceed five feet in height and must be professional in appearance, "freshly painted" and in "like new" condition.

E. Open House Signs

A single portable "Open House" sign is permitted during the hours a real estate broker or sales person or Owner is conducting an open house. The sign is to be removed when the property is not open for public inspection.

F. Notices

Notices, handbills and solicitations of any kind cannot be posted or hung or otherwise placed anywhere in San Ignacio Vistas except certain political petitions as provided by State Law.

G. Political Signs

The Owner may place one or more "political signs" on their Lot pursuant to State law.

The sign(s) must be temporary, related to a political candidate, political party or issue in a public election and displayed for a period of not more than forty-five (45) days prior to the election and seven (7) days after the election as provided by State Law.

The size of the sign(s) cannot exceed 24" x 24" as provided by State Law.

3.17 Temporary Living Quarters

No temporary house, house trailer, motor home, or other like vehicle, tent, garage, camper, boat or outbuilding of any kind is permitted on any part of the Properties (as defined) for use as living quarters on either a temporary or permanent basis.

3.18 Unsightly Conditions

No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions include, but are not limited to:

- A. Damaged or faded artificial plants, flags, furniture.
- B. Dead plants, weeds, wood or yard waste except on days scheduled for their removal.
- C. Dismantled, junk or any vehicles that are not fully operational.
- D. Garbage or trashcans, recycle bins or other such items except on days scheduled for trash removal. (See Section 3.19 A))
- E. Left over or unused building materials
- F. Litter, trash, junk or other debris scattered or stacked around the Lot.
- G. Peeling paint or other evidence of lack of maintenance.

3.19 Waste Materials and Trash Removal

A. Trash Removal Contract

The Association has entered into a contract to provide exclusive refuse and recycle service for our Owners in exchange for a negotiated fee paid by individual Owners who are billed directly by the service provider unless they opt out of the contract. Details regarding establishing an account, billing, schedule and service guidelines for both trash and recycling can be found in Attachment 7.10.

The contract limits the number and size of bags or bins that may be placed for pickup. The bags or bins should be placed on the Owner's property (not in the street) and be sufficiently secure so that pests, including birds and animals, or windy conditions will not scatter the contents. (The bags or bins can be placed for pickup the night before, but placement early the morning of pick-up is preferable.)

B. All Other Waste Removal

Normally construction and landscape contractors will remove their debris, waste materials or yard waste, although they will sometimes charge a fee to do so. Homeowners doing their own landscaping can combine yard-waste with bags or bins they put out for trash removal provided the yard-waste can be conveniently stored and spread over several pick-up periods in order to stay within an acceptable number of containers (refer to enclosed Attachment 7.10).

No dumping or disposal of oil, grease or any other chemical, residual substances or any substance or particles from holding tanks, cans or other containers is permitted anywhere within San Ignacio Vistas.

No dumping of debris, waste material or trash is permitted either on the Common Areas or otherwise within San Ignacio Vistas.

(With payment of an access fee, the Owner can take waste materials and other trash, including household items, to the Landfill in Sahuarita - off La Canada north of Toro Road. This can be a good solution for a large amount of trash following a move, extensive house cleaning or work in the yard. The White Elephant Thrift Store or others will pick up reusable items the Owner might wish to donate.)

C. Trash or Waste Containers

All trash, garbage and yard waste shall be kept in suitable covered containers. These containers shall be stored in the garage or out of sight except on trash collection days. Recycle and other containers should be returned to their storage location as soon after pickup as is possible and no later than sundown the day of pickup.

3.20 Weapons

No firearms of any kind, including rifles, handguns, pellet and BB guns, shall be discharged within San Ignacio Vistas except as permitted by law. No bows, slingshots or any other like weapon shall be used. No hunting or target practice shall be permitted.

4.0 ARCHITECTURAL RULES AND REGULATIONS

The rules and regulations contained in this section are usually the direct product of the CC&Rs or have otherwise been adopted by the Board to assist Owners in maintaining high standards for alterations, additions or improvements to any home or yard.

It is our intention that they will be applied in a fair, consistent, non-discriminatory manner.

Many of the Rules in this section will require approval by the Architectural Committee (AC) prior to beginning an addition, alteration or improvement. Others do not. The same is true for Pima County permits. The form for applying to the AC for approval, the process the AC will follow in processing the application and the criteria they will use for acting on an Owner's request are presented in Section 5.0.

4.1 Additions and Other Attached Structures

Rooms and other attached structures (e.g. storage sheds) may be added with the approval of the AC using the Application for Additions and/or Alterations (See Attachment 7.1). It is the Owner's responsibility to notify the Lot Owners on either side of their property of the intent to expand beyond the existing footprint of the dwelling.

4.2 Air Conditioners

- A. No window-type air conditioners are permitted.
- B. Roof-top air conditioning/heating units, including evaporative coolers, may be repaired or replaced at the Owner's discretion.
- C. Since replacement equipment may be larger because of federal mandates, in order to minimize the effect on other Owners, the replacement unit(s) must be painted in order to camouflage and blend into the background. Prior to painting, the color must be approved by the Architectural Committee.
- D. Equipment shall be maintained in order to minimize noise of operation.

4.3 Antenna and Satellite Dishes

A satellite dish may be placed at the side, rear or on the roof at the Owner's discretion provided that placement is as inconspicuous as possible while being compatible with obtaining a signal.

The installation of any other dish, radio, television or other antenna or similar equipment requires AC approval. Approval will be governed by the *Rules for Antenna Installations, Maintenance and Use*. (See Attachment 7.7.).

4.4 Awnings

Awnings may be installed over windows with prior approval of the AC. The color should be compatible with adjacent painted or finished surfaces.

4.5 Birdbaths and Water Fountains

Birdbaths and water fountains of five feet or less in height, including pedestal, may be placed at the side or rear of the house or in an entry courtyard at the Owner's discretion. See Section 3.13 B 6).

4.6 Chimney Caps

When installing or replacing a chimney cap it must be painted to match the surface to which it is attached.

4.7 Clothes Lines

Outdoor clotheslines or drying structures may be placed in the side or rear and retracted or removed when not in use provided they are not visible from neighboring property whether in use or not.

4.8 Detached Structures

No detached garage or other detached structure is permitted.

See Section 4.1 for additions and other attached structures.

4.9 Dog Houses and Dog Runs (see Section 4.36)

4.10 Doors and Windows

Existing entrance doors, security doors, sliding doors and windows may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions. Any modification of dimensions or new installation requires AC approval. The installation of rolling shutters or security bars on windows requires the approval of the AC.

All colors must conform to Section 4.32 guidelines.

4.11 Driveways

Existing driveways may be repaired or replaced at the Owner's discretion provided the dimensions and materials are the same as the driveways they replace. Driveways may be bordered by brick, flagstone, pavers or rock. Any modification of material or dimensions or other installation, such as painting or application of epoxy coatings, requires AC approval.

4.12 Enclosures

Enclosure of roofed-over entryways, porches or patios requires AC approval. Pima County may require a permit based upon size and other criteria.

Existing enclosures may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the materials employed and the color conforms to Section 4.32 guidelines. Any other installation requires AC approval.

4.13 Entrance or Access Walks, Front Court Yards, Patios and Porches

Existing walks, court yards, patios and porches may be repaired or replaced at the Owner's discretion provided the color, dimensions and materials are the same as those they replace. Any modification of materials, dimension or color or other installation, including epoxy coating of walkway, patio or porch surfaces, requires AC approval.

4.14 Expansion to Driveway, Garage or House

Expansion of the driveway, garage or house requires AC approval. It is the Owner's responsibility to notify the Lot Owners on either side of the intent to expand beyond the existing footprint of the dwelling. (See Attachment 7.1)

4.15 Exterior Lighting (see Section 4.28)

4.16 Fences

No barbed wire, chain link, chicken wire, electrical, plastic, hog wire, strand wire fencing or bare concrete or masonry walls is permitted. Slump block walls are permitted. At their discretion, an Owner may place screening on the inside of their gate(s) to keep pests out as well as temporarily enclose or cover vegetation for protection. Screening should not exceed the height of the gate(s).

4.17 Flagpoles

Flagpoles of five feet or less in length may be mounted on the house at the Owner's discretion. House-mounted flagpoles of greater length are not permitted.

In-ground flagpoles require AC approval and are subject to the following:

- A. The height cannot exceed that of the Owner's house.
- B. Cables, connections and flags must not snap in the wind nor materially interfere with neighbors' views.
- C. Except as noted in D below, all flags permitted by State Law must be lowered at nightfall.
- D. The American and/or Arizona State flags may be displayed through the night if they are properly illuminated during the hours of darkness. No more than two spotlights, with a combined light output of 650 lumens may be installed to create this "patriotic effect." Neither spotlight may point toward Mount Hopkins or the house of any neighbor. Floodlights are not permitted.

4.18 Garage Doors

Existing garage doors may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the materials employed and the color conforms to Section 4.32 guidelines. Any modification of materials or dimensions or other installation requires AC approval.

4.19 Gates, Railings, Gutters and Downspouts

Existing gates, railings, gutters and downspouts may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the materials employed and the color conforms to Section 4.32 guidelines.

Gates to access side yards may not exceed six feet in height measured from the ground. Front entry gates may not exceed seven feet in height. Decorative features that support the entry gates must either be of the same brick or stucco materials of nearby walls or of the same materials as the decorative railing. Any modification of materials or dimensions or other installation requires AC approval.

4.20 Gazebos (see Section 4.8)

No detached structure is allowed. See Section 4.38 for ramadas.

4.21 Grass Yards

Grass may be planted at the Owner's discretion provided it is not visible from the street and it is pollen free. Invasive grasses are not permitted.

4.22 Greenhouses (see Section 4.8)

A greenhouse, solar room or solarium may be attached to the rear or side of the house with approval of the AC. It is the Owner's responsibility to notify the Lot Owners on either side of the intent to expand beyond the existing footprint of the dwelling. (See Attachment 7.1)

4.23 Grills

A grill may be placed to the rear or side of the house at the Owner's discretion provided it is not affixed to a perimeter wall.

4.24 Gutters and Downspouts (see Section 4.19)

4.25 House Numbers

Curbside address numbers are not permitted. Existing house numbers may be repaired or replaced at the Owner's discretion provided dimensions, location and materials are substantially the same as those they replace. Name plaques of comparable size may be placed at the Owner's discretion near the house numbers.

4.26 Irrigation Systems

Underground manual or automatic irrigation systems may be installed, repaired or replaced at the Owner's discretion. Above-ground systems are not permitted. When using watering hoses they must be stored after each use. Rainwater storage tanks are permitted at the side or rear of the dwelling unit provided that they are either buried or walled-in so that they are not visible from neighboring property.

4.27 Landscaping and Hedging

Landscaping is an integral part of the overall image and character of San Ignacio Vistas. It should enhance the architecture of the house, the natural beauty of the environment and the overall quality of the neighborhood. Landscaping is also the preferred means of providing visual privacy.

- A. Yards shall be landscaped. A plan to install totally new landscaping or to substantially replace existing landscaping requires approval by the AC.
- B. Significant structural elements related to landscaping such as patios, raised brick or stonework, walkways, water effects, water falls and statuary requires the approval of the AC.
- C. Alterations to existing landscaping requires approval of the AC with the following exceptions:
 - 1) Brick, rock and stone may be used as accent elements or ground cover when chosen so that its color, size and installation complement the architecture of the house, the natural environment and associated plant materials.
 - 2) Landscape-related elements such as benches, pottery and other accent pieces may be placed at the Owner's discretion.
 - 3) An Owner may remove plants at any time.
 - 4) Annuals may be planted in pots at the Owner's discretion.
 - 5) Accent plants, cactus, perennials, shrubs, succulents and trees may be planted at the Owner's discretion provided they are:
 - a. Chosen from the *Low Water Use Drought Tolerant Plant List**.
 - b. The mature height does not exceed eighteen feet. (see Section 4.27 G), and
 - c. They are not strongly allergenic.

* *This list is prepared by the Arizona Department of Water Resources. A copy is contained in the Plant Guidelines Book (Reference 7.14 a)). See page 33*

Note: Another helpful publication provided in the Plant Guidelines Book is *How to Select, Grow and Enjoy Plants for Dry Climates* by Mary Rose Duffield and Warren Jones, (Reference 7.14 c)) See page 33

- D. A number of popular trees and other vegetation choices are either not listed in the *Plant Guidelines* Book as low water use or drought tolerant or are listed but are highlighted in yellow as potentially inappropriate. Planting of these highlighted items or other unlisted options would require the approval of the AC.

- E. Because of their nature, any plants listed in the publication *Invasive Non-Native Plants That Threaten Wildlands in Arizona** should not be planted. The list includes invasive grasses such as Bufflegrass and Fountain Grass (Section 4.21).

* This publication is prepared by the Arizona Wildlands Invasive Plant Working Group. A copy is contained in the *Plant Guidelines Book* (Reference 7.14 b)). See page 33

- F. Hedges may not exceed six feet in height and must meet the same setback requirements as the walls surrounding the Lot.
- G. All trees and other vegetation planted in the Lot shall be kept trimmed to a height of eighteen feet or less as measured from the ground except as follows:
- 1) The restriction does not apply to the Saguaro Cactus.
 - 2) Trees and other vegetation that might exceed eighteen feet in height, including most palm trees are permitted provided such trees and vegetation that exceed eighteen feet in height do not number more than three on any one Lot, are regularly trimmed to maintain a neat and compact appearance and their combined width, when trimmed, does not exceed fifteen feet at any point above eighteen feet in height.
 - 3) Trees and vegetation that both exceed eighteen feet in height and fifteen feet in combined width at any point above eighteen feet in height may require modification or removal.
 - a. Modification means reducing either the height or width or a combination of the two by cutting back or trimming the growth to accepted levels.
 - b. Removal means cutting down to ground level. Modification is preferred whenever the tree or other vegetation can sustain regular trimming. Removal is appropriate only when modification is not practical.
 - 4) If a homeowner believes there is a violation of Section 13.9 of the CC&Rs they must file a written Complaint with the Board. The Resolution regarding Measurable Interference with Views by Trees located on Private Property and Complaint Form are contained in Attachment 0 herein.

4.28 Lighting

Owners must ensure their exterior garage lights are in working order and on at night. (There is no other street lighting in San Ignacio Vistas.)

Existing exterior lighting mounted on the garage or house may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the materials employed and the color conforms to Section 4.32 guidelines.

Owners may at their discretion provide ground mounted hooded lighting for their walkways, to illuminate flags (Section 4.17 D), water effects, vegetation and other featured items in their yards provided such lighting shall not be directed toward or interfere with surrounding Lots or Common Areas, including streets, or be directed towards the sky.

Owners may at their discretion install and operate lighting at the rear of their house to illuminate their porches and patios provided such lighting is suitably covered and of appropriate wattage.

Any other modification or installation requires AC approval.

Only white or yellow lamps (light bulbs) are permitted except for holiday lighting (Section 3.10).

Uncovered lighting, floodlights or other high intensity lighting having adverse impact on neighbors due to location, wattage or other features is not permitted.

4.29 Lot Maintenance

- A. Each Lot shall be neatly maintained.
- B. Yards shall be kept free of trash and/or weeds.
- C. Landscape plantings shall be maintained in an attractive, healthy, live and growing condition through regular watering and trimming as appropriate.
- D. Dead or diseased plants shall be promptly removed and, if appropriate, replaced (see Section 4.27).
- E. Trees and shrubs shall be maintained and pruned so as to have a neat, well maintained appearance which includes, but is not limited to, pruning back trees and shrubs that:
 - 1) encroach on neighboring property.
 - 2) grow over perimeter or party walls.
 - 3) grow over any part of the common sidewalks.
- F. The root systems of trees and shrubs shall not be allowed to lift or otherwise cause damage to any Common Area sidewalk, wall or other structure.
- G. Houses and any structure attached to the house shall be maintained in good condition and repainted when needed to present a well maintained appearance.

4.30 Mail Boxes

Only the existing community mail boxes are permitted.

4.31 Materials Storage

No lumber, building materials or litter may be stored on the Common Areas of the Association, including its sidewalks and streets. Contractors/Owners may temporarily store on an Owner's Lot building materials that will be used for construction of an approved project. (See Section 3.12).

4.32 Painting

A. Painting / Repainting an exterior surface

Except for the painting or repainting that is incidental to a like-kind repair or replacement, all other applications must conform to the *Paint Guidelines for San Ignacio Vistas (hereinafter Paint Guidelines)* and be approved by the AC. The *Paint Guidelines* (Reference 7.13) may be borrowed by contacting the Secretary.

Approval to paint or repaint an exterior surface should be done by completing an Application for Painting/Repainting (See Attachment 7.2) and submitting it to the Secretary.

Applications for repainting an existing exterior surface that in all ways conform to the *Paint Guidelines* may be approved by the Secretary without further review by the AC.

The Paint Guidelines are summarized as follows:

- 1) *Homes* shall be repainted the SIV designated stucco and trim colors by using only those combinations detailed in the *Paint Guidelines Book*.
- 2) *Trim* is defined as: (1) existing roofline trim (2) gutters attached to the roofline trim (3) window bump outs (4) garage bump outs (5) column bump outs (6) wall bump outs (7) exterior wall chair rail and (8) the back wall of niches and the flat wall around recessed windows, but not the top, sides and bottom shelf of the niche or recessed window. These areas of the niche or recessed window are to be painted the stucco or main body color.
- 3) *Front doors* may be natural stained wood, or shall be painted or stained in either the SIV designated stucco or trim color or with a paint color that resembles natural wood.
- 4) *Garage doors* shall be painted in the SIV designated stucco color of the house. Any other color would require approval of the AC.
- 5) *Gutters, downspouts, utility boxes and conduit* shall be painted in the SIV designated stucco color if they are affixed to stucco or the SIV designated trim color if they are affixed to trim. If mounted on brick they shall be painted "to match the brick". Refer to the color chip in the *Paint Guidelines Book*. Flat or low sheen paint shall be used for these items.

- 6) *Security or metal doors, gates and railings* shall be painted in either the SIV designated stucco color or the SIV designated trim color, or black, in a flat or low sheen paint.

B. Other Painting, Sealing and Color Guidelines.

- 1) *Brick walls* may be sealed at the Owner's discretion. Care should be taken so that the seal is not overly glossy or reflective to prevent glare. (Bricks, whether part of the house, patio or party-wall will deteriorate over time if not sealed). (See Section 4.49)
- 2) *Enclosures of entryways, patios and porches* may include a combination of metal trim, pre-finished fabric or wire mesh or metal trim and screens. If all the surfaces are painted, they should match either the SIV designated stucco or trim color. If pre-finished, the color scheme of the entire enclosure, including the doors, screens, decorative metal and trim should be compatible with adjacent painted surfaces. A paint chip or sample should be included with the Application to the AC for their approval. (See Section 4.12)
- 3) *Metal or vinyl trim around solar screens, sliding doors or windows* is usually pre-finished and comes in an assortment of colors. The color of the metal should be compatible with adjacent painted surfaces and a paint chip or sample should be included with the Application to the AC for their approval. (See Section 4.10)
- 4) *Ramadas* constructed of wood should be painted in the SIV designated stucco color if they are affixed to stucco or the SIV designated trim color if they are affixed to trim. If the ramada is stained or constructed of metal its color should be compatible with adjacent painted surfaces and a paint chip or sample should be included with the Application to the AC for their approval. (See Section 4.38)
- 5) *Flat roofs* may be sealed at the Owner's discretion. (Flat roofs will deteriorate over time if not sealed). The approved sealant color for the parapet wall is SIV Mesa Tan or darker. Since the basic roof seal color is generally white this may require tinting the basic roof seal color for the parapet walls. (See Section 4.40)
- 6) *Screens* including solar screens are generally made of fabric or wire mesh that is pre-colored. This color should be black, brown or otherwise compatible with the color of adjacent painted or finished surfaces. (See Section 4.46)

4.33 Patio Furniture

Patio furniture may be placed in courtyards or on patios and porches or in the rear or side yard.

4.34 Patios and Porches (see Section 4.13)

4.35 Porch or Patio Enclosures (see Section 4.12)

4.36 Pet Houses, Pet Doors and Pet Runs

No pet, or other animal, may be housed outside the dwelling unit. Pet doors and runs are permitted if they are at the side or rear of the house, are less than five feet high, are located where they will be visually unobtrusive and are protected from predators. Pet doors that meet the above criteria may be installed at the Owner's discretion. Designs for a pet run must be submitted to the AC for approval prior to installation.

4.37 Pools, Spas and Hot Tubs

No above-ground pools are permitted.

Existing in-ground pools, outdoor spas and hot tubs may be repaired or replaced at the Owner's discretion. Any other modification or installation requires approval of the AC.

4.38 Ramadas (see also Section 4.8)

A Ramada is defined as an open, slatted-roofed shelter designed primarily to provide shade. A ramada must be attached to the rear and or side of an existing structure. Detached structures, including ramadas, are not permitted. Existing ramadas may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the materials employed and the color conforms to Section 4.32 guidelines. Any modification of dimensions, materials or other installation requires AC approval.

It is the Owner's responsibility to notify the Lot Owner on either side of any intent to expand beyond the existing footprint of the dwelling. (See Attachment 7.1)

4.39 Recreation and Play Equipment

No recreation or play equipment, including basketball hoops, swing sets and play houses, is permitted.

4.40 Roofs and Skylights

Existing roofs and skylights may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the materials employed and color conforms to Section 4.32 guidelines. Any modification of dimensions, materials or other installation requires AC approval. Any new pipes, flashing, or any other metal must be painted to match the background surface to which it is attached with non-glare paint.

4.41 Sculptures and Artwork

Art, sculptures or commissioned pieces may be placed in the yard or on the house with AC approval.

4.42 Security Doors (see Section 4.10)

4.43 Skylights (see Section 4.40)

4.44 Solar Energy Devices

- A. A licensed and certified solar energy device contractor shall provide construction drawings clearly depicting the location and number of collectors, method of attachment or mounting and location of any other exterior system components. Notification and permits must be obtained from the County prior to installation. (see Section 5.2)
- B. Units may be mounted:
 - 1) Using a rack system on a flat roof
 - 2) Flat on a pitched roof that is facing South
 - 3) With an elevated rack system on non-South facing pitched roofs
 - 4) Ground mounted
- C. Elevation of ground-mounted units is subject to zoning setbacks and, to ensure optimal output, must be free of shade.
- D. Placement in the front of the house is discouraged unless such prohibition would violate State law.
- E. If the device is not maintained, is damaged or in disrepair, or becomes inoperable, the Owner must repair or remove the unused device from the property if permitted by State law.
- F. Existing solar energy devices may be repaired or replaced at the Owner's discretion. Any other modification or installation requires AC approval within the constraints of applicable law.

4.45 Solariums (see Sections 4.8 and 4.22)

4.46 Solar Screens

A solar screen is defined as any screen attached to the house designed primarily to provide shade.

Existing solar and other screens may be repaired or replaced at the Owner's discretion provided there are no modifications to the dimensions and the color conforms to Section 4.32 guidelines. Any other installation requires AC approval.

4.47 Storage Boxes and Sheds

Storage boxes of the kind used to store cushions for furniture, watering hoses or grilling supplies may be placed at the rear or side of the house at the Owner's discretion provided they are inconspicuous, the colors and materials are compatible with those of the house and the overall dimensions of the box are not more than 75 cubic feet and their height is less than five feet. Storage units are permitted if attached to the house (see Section 4.1) but not if they are detached (see Section 4.8). Watering hoses in the front of the house must be stored in boxes or containers designed for that purpose.

4.48 Vents

Existing Vents on the side of a home may be covered to prevent water damage caused by rain being blown into the attic. The cover must be painted to match the surface to which it is attached.

4.49 Walls (see also Section 4.32 B 1))

- A. Existing exterior and patio walls may be repaired or replaced at the Owner's discretion provided the dimensions and materials are the same as those they replace.
- B. Existing perimeter patio walls, including a party wall that separates two lots, cannot be moved nor raised in excess of six feet in height measured from the ground. Any raising of an existing perimeter wall requires the approval of both the adjoining Owners and the AC.
- C. Interior patio walls may not exceed six feet in height measured from the ground. Any modification of materials, movement, raising or the installation or removal of interior patio walls requires AC approval.
- D. The cost of ordinary repair and maintenance to a party wall must be shared equally by the Owners of the Lots separated by the wall.
- E. The cost to repair negligent or willful damage to party walls will be borne solely by the Owner responsible for such damage.

4.50 Windows (see Section 4.10)

4.51 Yard Maintenance (see Section 4.29)

5.0 ARCHITECTURAL COMMITTEE (AC)

The AC operates under a Charter, approved by the Board which is based upon the provisions in the CC&Rs and the Bylaws of the Association. Within the Charter the AC has three tasks.

First, the AC reviews applications from Owners to construct, alter or otherwise improve their Lots, including the exterior of their homes. During review the AC determines if the application conforms to the Rules of the Association. Based upon this determination, the AC may approve, disapprove or conditionally approve an application. By State Law the AC cannot approve an application that would violate the Rules of the Association. It may exercise its discretion when approving an application where discretion is called for under the Rules. The AC must be timely in its response to the Owners.

Second, the AC shall follow a uniform set of procedures when reviewing each application so as to ensure a fair, consistent, non-discriminatory outcome in accordance with the Rules so as to preserve the value and appearance of the homes in SIV.

Third, the AC may recommend to the Board changes, additions and modifications to existing rules. The AC does not have the authority or power to modify, waive or provide a variance to the Rules. The authority or power to modify the Rules rests with the Board or in the case of the CC&Rs with the Owners of the Association and then only so long as the Board complies with governing documents and applicable laws. The Board may, under exceptional circumstances that are well documented, provide a limited variance to the Rules but then only so long as the Board complies with applicable laws.

5.1 What must have AC approval (See Attachment 7.1 & 7.2)

Generally, additions, alterations, or improvements to a home or Lot will require AC approval while like-kind repairs and replacements do not. The Rules enumerate many of the more common situations that would need AC approval, but examples given are not intended to be all-inclusive. If an Owner is in doubt about when or how to obtain approval, the Association is to be contacted. Failure to submit an application and obtain approval may result in fines or other penalties including removal of the offending alteration or improvement.

When applying to construct an addition to your home, it is the Owner's responsibility to notify the Owners on either side of the intent to expand beyond the existing footprint of the dwelling. This is not for the purpose of granting their approval. If necessary, the Association Secretary can provide contact information. (See Attachment 7.1) If the neighboring Owners have input, the Architectural Committee may, but need not, take this into account in making a final decision to approve or disapprove the Plans.

5.2 Building Permits

In many cases, Pima County requires a permit for construction or other alterations to property. Owners are responsible for determining if this is the case prior to the initiation of any proposed construction. The Pima County Development Services website is useful for the permitting process:

<http://www.pimaxpress.com/Building/default.htm>

The permitting office can also be reached by phone: 520-740-6490

Obtaining the permit does not eliminate the need for AC approval, and AC approval does not eliminate the need for a county permit.

AC approval pertains to but is not limited to the aesthetics of design and compatibility with surrounding or existing building components. AC approval does not constitute an endorsement of any design specifications, engineering or conformity to Building Code.

5.3 The Application

Applications are included in this Handbook (Attachments 7.1 and 7.2). They can also be obtained from the Secretary or downloaded from the website at www.sivhoa.org.

Generally, the application form will provide the name and address of the Owner, identify the Lot involved by address and Lot number and contain sufficient information for the AC to identify all of the necessary particulars of the request. The amount of information sufficient to process an application will vary depending upon the scope of the addition, alteration or improvement, but might include the following:

5.3.1 Site Plan, Drawings and Photographs.

A site plan or drawing is required showing all proposed improvements or alterations relative to the existing conditions of the Lot. Although the drawing may be freehand, it should contain all relevant dimensions (height, width, length). This can be supplemented by proposals from the contractor, mechanical drawings or other literature from the manufacturer, photos or other representations of the proposed improvements or alterations.

5.3.2 Materials and Colors.

A detailed list of the materials, finish and colors to be used should be provided along with a list of the existing materials and colors when appropriate. The application must show that quality, first-class materials and compatible colors will be used. When applicable, colors will conform to the *Paint Guidelines* Book that is available for loan from either the Secretary or the AC. Otherwise the AC will, at its discretion, determine the compatibility of the proposed materials or colors.

5.3.3 Contractor

The application should disclose the name of the contractor, license number if known. If the Owner will be performing the work, disclose that instead.

5.3.4 Start Date and Completion Time.

Provide an estimated start date and completion time. If the estimated time is considered impractical or unreasonable, the AC may condition its approval upon rescheduling. Work must commence within six (6) months of the approval date or a new application must be submitted.

5.4 Application Process

Your primary contact during the application process is the Secretary.

Plans must be complete and ready for submittal to obtain a building permit, if required. Prior to construction the Owner must meet all applicable Pima County requirements. (See Section 5.2 – Building Permits)

5.4.1 Submit Application

- A. The application together with all attachments must be submitted to the Secretary.
- B. The application must be submitted at least 30 days prior to the commencement of the proposed construction or alteration.
- C. If incomplete, the application will be returned to the Owner with a request for additional information.
- D. The application will also be returned to the Owner if it meets all of the criteria for self-guided repair or replacement under the Rules or otherwise does not require AC approval. The Secretary will indicate on the application that it conforms to the rules and no further action is required.
- E. The application may also be returned to the Owner if the application is for a variance or waiver of the Rules. If the purpose of the application is to obtain a variance or a waiver of the Rules, the Owner is required to use the appeal process. (See Section 5.4.4)

5.4.2 Applications are reviewed by the AC.

- A. Applications are forwarded by the Secretary to the AC. To facilitate its review the AC may seek additional information and/or request one or more site visits and/or enter into discussions with the Owner.
- B. The AC may also contact one or more neighbors of the Owner, but need not take their input into account when making its decision.

- C. If the AC cannot obtain all of the information it needs to complete its review, the AC will deem the application incomplete and return it to the Secretary who, in turn, will return it to the Owner for completion.

5.4.3 All responses are in writing.

Once the review is complete, the response will be in writing.

- A. The Secretary will respond to the applicant Owner.
- B. If there have been no delays to gather information the review will normally be completed in 14 days, often sooner.
- C. Owners should feel free to contact the Secretary regarding the status of their applications should the review take longer than 14 days.
- D. If there is a delay in gathering supplementary information or other hold-up in processing, the AC must either advise the Secretary or return the application to the Secretary in a timely manner. In any event the AC must complete its review within 30 days of the receipt of the application. Otherwise the Secretary will notify the Owners that no action has been taken thereby rendering the application unapproved. The Owner may then appeal by submitting the application to the Board for an expedited hearing.
- E. Any response other than a written response from the Secretary is invalid and non-binding on the Association.

5.4.4 Applicant appeal

If the application is denied, the applicant may appeal.

- A. An Owner may also seek a waiver or a variance through the appeal process.
- B. If the appeal is based upon an amended application, the Secretary will resubmit the application to the AC.
- C. The appeal must be requested in writing and delivered to the Secretary within 30 days of the denial date (the date the denial from the Committee is deemed delivered to the Owner).
- D. If the appeal is not based upon an amended application, the Secretary will direct the appeal to the Board. The Board will then have 30 days in which to review the application and render its decision based upon the reasons given by the Committee for its denial and the basis for appeal given by the Owner. The decision of the Board will be communicated in writing by the Secretary to the Owner and will be binding.

5.5 Architectural Review Criteria

Each application will be reviewed on its merits. Consideration will be given to the particulars of the application and the relationship of the additions, alterations or improvements to neighbors using the following criteria:

5.5.1 Conformance with the Rules.

The AC can only approve applications that conform to the Rules. Nonconforming applications will be disapproved and returned to the Owner by the Secretary. The Owner may appeal the matter to the Board.

5.5.2 Conformance with Architectural Standards.

The application must demonstrate the design is in harmony with its surroundings including the applicant's house and those of the neighbors. This means a compatibility of colors, construction detail, use of materials, quality of workmanship and overall scale.

5.5.3 Impact on Neighborhood

The application must also demonstrate that the addition, alteration or improvement will not adversely impact access to or drainage of the lot, infringe on or impair a neighbor's privacy or view or cast a glaring light onto a neighbor's lot.

5.6 After Approval

Once the AC approves the application, any modification to the application requires the Owner to submit an amended application to the Secretary for review and approval by the AC.

- A. Once construction starts it must be completed as approved.
- B. Work must commence within six (6) months of approval or a new application must be submitted.

Upon completion, the Association may inspect the Lot to determine whether the addition, alteration or improvement is in compliance with the approved plans as well as the Rules.

6.0 COMPLAINT PROCEDURE

Homeowners are encouraged to solve problems among themselves whenever possible. If this is not possible, an Owner may file a complaint with the Association. The complaint procedure may apply to any of the Rules set out in this Handbook. A Complaint Form may be obtained from the Secretary or downloaded from the website www.sivhoa.org. (See Section 7.4)

6.1 Register a Complaint

Complaints must be in writing and delivered to the Secretary either in person or by mail using the Complaint Form. Anonymous complaints will not be acted upon. All complaints will be handled in a strictly confidential manner.

If a complaint does not involve a possible violation of the Rules or if a violation cannot be documented because of the passage of time, it may be administered by the Secretary, with or without consultation with the Board.

6.2 Validation of the Complaint

When the Secretary receives a complaint that may involve a violation of the Rules it will be directed to the Board for investigation and validation. The Board may enlist the assistance of one or more Board members or other Owners to investigate and, if appropriate, validate a violation. Once the violation has been validated, the Board shall direct the Secretary to send a violation notice to the Owner specifying the alleged violation. If the Board determines that the complaint cannot be validated, it will be dismissed and the Secretary will inform all parties.

6.3 First Notice of Violation (See Attachment 7.5)

If a violation of the Rules exists, a Notice of Violation letter shall be personally delivered or sent by certified or registered mail. The Secretary will also email a courtesy copy of the Notice if an email address is on file.

This letter will provide the Owner with a written explanation of what Rule or Rules have been violated, the date the violation was verified, and the evidence provided by the verifier(s). Generally this will be performed by individual(s) commissioned by the Board to validate the complaint.

The letter will advise the Owner of their right to a hearing by the Board (see Section 6.4) providing an opportunity to appear. The letter will request compliance with the Rules within an appropriate time frame not to exceed thirty (30) calendar days from the date set for the hearing

If the violation is not overturned at the hearing, or otherwise cured by the Owner within the requested time frame, a Second Notice of Violation (See Section 6.5) will be sent that will impose one or more fines.

6.4 Hearing

With the First Notice of Violation letter, the Board will set a hearing date not later than thirty (30) days from the date of that letter. At the hearing, the Owner may attend and present information (in the form of witnesses, photographs and other evidence) showing that the alleged violations of the Rules did not occur or any other evidence relevant to the claimed violation. At no time prior to or during this hearing will the Board disclose the name(s) on the complaint that initiated their investigation or make those Owners a party to the hearing, unless the Board is required to do so by A.R.S. Section 33-1803D.

Following the hearing the Board shall give the Owner a written Decision Letter with the evidence they relied upon to support that decision. The Board's decision will also be provided to the Complainant.

If the violation is confirmed, the Decision Letter will also notify the Owner of the time frame granted the Owner to come into compliance. This time frame may not exceed thirty (30) days from the date of the hearing. The Decision Letter will also notify the Owner that failure to comply within the allotted time frame would then prompt a Second Notice of Violation letter. The Board may also disclose in the Decision Letter the nature and amount of any fines to be assessed with the Second Notice of Violation letter. The decision of the Board is binding.

6.5 Second Notice of Violation (See Attachment 7.6)

If the violation is affirmed at the hearing and the violation of the Rules continues past thirty (30) days of that hearing, a Second Notice of Violation letter will be sent via certified or registered mail.

The letter will provide the Owner with:

- 1) A written explanation of the Rule or Rules that have been violated,
- 2) The date the Owner was:
 - a) notified of the violation,
 - b) the date the violation was confirmed at a hearing, and
 - c) the cure date.
- 3) The letter will contain notice that one or more fines in the amounts determined by the Board at the hearing referred to in Section 6.4 are due upon receipt of this Second Notice of Violation letter because the Owner has not cured the violation and it has now become a "Continuing Violation." The fine for the "Continuing Violation" may be increased by the Board if the board confirms at the hearing that the violation was aggravated by failure of the Owner to obtain the necessary AC approval prior to starting or completing an addition, alteration or improvement.

- 4) The Owner will also be advised that a "Secondary Fine" will begin to accrue. The Secondary Fine will accrue by an additional amount as determined by the Board at the hearing referred to in Section 6.4 for each week (or partial week) until the violation is removed and the Secretary is given written notice of compliance by the Owner. Once the compliance is confirmed by the Board, the Secondary Fine will cease to accrue.

For example if a First Notice Letter is presented on April 1 and the violation is affirmed at a hearing on April 15 and thirty days later the violation has not been otherwise cured, a Second Notice Letter (see Attachment 7.6) would be sent on or about May 15 and a "Continuing Violation" fine of \$250 (if that was the amount determined by the Board at the hearing) would be assessed with that letter.

If, in this example, the violation is not removed until June 15, then the Secondary Fine in the amount of \$125 per week or portion of a week (if that was the amount determined by the Board at the hearing) began to accrue from May 15 and would total \$625.

4 full weeks plus one partial week @ \$125/week (5 X \$125 = \$625)

6.6 Payment of Fines

Any fine will be billed and collected by the Secretary. If not paid in a timely fashion, the Association may place a lien against the Lot in question. In the event the violation continues, the Board may initiate legal proceedings to enforce compliance, and/or the collection of fines or take action to correct the violation at the Owner's expense.

7.0 ATTACHMENTS AND REFERENCES

- 7.1 Application for Additions and/or Alterations to Property
- 7.2 Application for Painting and Repainting
- 7.3 Resolution and Complaint Form
Regarding Trees on Private Property impeding Views
- 7.4 Complaint Form
- 7.5 First Notice of Violation Letter EXAMPLE
- 7.6 Second Notice of Violation Letter EXAMPLE
- 7.7 Antenna Installations, Maintenance and Use NOTIFICATION FORM & RULE
- 7.8 Pruning or Removal of Common Area Trees
and Other Vegetation GUIDELINES & REQUEST FORM
- 7.9 Use Easements
- 7.10 Waste Materials & Trash Removal, Service Guidelines,
Hazardous Materials and Acceptable and Unacceptable
Recyclable Materials
- 7.11 *Amended and Restated Bylaws of San Ignacio Vistas, Inc.
revised October 13, 2008*
- 7.12 *Second Amended and Restated Declaration of Establishment of
Covenants, Conditions and Restrictions for San Ignacio Vistas dated
January 23, 2006 .*

This document has been modified to incorporate the following

*First Amendment To The Second Amended And Restated Declaration
Of Establishment Of Covenants, Conditions And Restrictions For SIV
dated February 15, 2007 and the*

*Second Amendment To The Second Amended And Restated
Declaration Of Establishment Of Covenants, Conditions And
Restrictions For SIV dated February 24, 2010*

- 7.13 Paint Guidelines for San Ignacio Vistas (BOOK FORMAT ONLY)*
- 7.14 Plant Guidelines for San Ignacio Vistas (BOOK FORMAT ONLY)*
 - a) *Low Water Use Drought Tolerant Plant List*
by the Arizona Department of Water Resources
 - b) *Invasive Non-Native Plants That Threaten Wildlands in Arizona*
by the Arizona Wildlands Invasive Plant Working Group.
 - c) *Plants for Dry Climates, How to Select, Grow, and Enjoy*
by Mary Rose Duffield and Warren Jones

NOTE: 7.5 and 7.6 are examples of Notices of Violations.

* 7.13 and 7.14 may be borrowed from the Secretary or Architectural Committee

All of the above documents, except for the Paint Guidelines book are available in Adobe reader files on our website (www.sivhoa.org). They may also be obtained from the Secretary.

APPLICATION FOR ADDITIONS AND/OR ALTERATIONS

Applicant's Name: _____ Date: _____
Address: _____ Lot #: _____
Phone Number(s): _____ Email: _____

Description of proposed work, materials and color(s) to be used. Attach supporting information such as contractor proposals, mechanical drawings or literature from the manufacturer, photos or other representations of improvements that would help to describe the project. (Note that it is the Owner's responsibility to obtain the necessary permits, such as a Pima County building permit.)

Continue on the other side, as needed

I have alerted the neighbors on either side of my lot regarding my plan to construct any structure that is outside of the existing footprint of my home as evidenced by their signatures

Lot ____ Lot ____

Date work to begin: _____ Estimated completion: _____

Work to be performed by Homeowner _____. If not, please complete the following:

Contractor Name: _____

Contractor Address: _____

Contractor Phone Number: _____ License Number: _____

I have read (and acknowledge) the applicable Rules that govern the requested procedure.

Please sign and date:

Applicant's signature Date submitted

FOLLOWING TO BE COMPLETED BY THE COMMITTEE

Tracking Number: _____ Date Recd: _____ Additional Info Requested: _____

Completed Application: _____ Date Reviewed: _____

Action: _____

Upon completion call to arrange for final Inspection _____

Committee Signature Date

Remarks: _____

APPLICATION FOR PAINTING/REPAINTING

(General Information on Reverse Side)

Applicant's Name: _____ Date: _____

Address: _____ Lot #: _____

Phone Number(s): _____ Email: _____

SURFACE TO BE PAINTED	COLOR	FLAT	SHEEN
STUCCO:			
TRIM:			
TRIM:			
TRIM:			
DOOR(S):			
GATES/RAILINGS			
UTILITY BOXES			
CONDUIT/DOWNSPOUTS			
OTHER:			

NOTE: Refer to Section 4.32 of the Owners Handbook for specifics regarding above surfaces. Trim is defined/itemized on the reverse side. Be specific as to what you are painting.

Description of Paint(s) to be used: _____ Please indicate brand and source of paint

Date work is to begin: _____ Estimated completion: _____

Check to indicate work is to be performed by Owner _____, or provide the following:

Contractor Name: _____

Contractor address: _____

Contractor Phone Number: _____ License Number: _____

_____ **I ACKNOWLEDGE I have read the applicable Paint Guidelines pertaining to this Application.**

(If you have questions or are unclear regarding guidelines we urge you to get clarification prior to painting)

Please sign and date

Applicant's Signature

Date submitted

FOLLOWING TO BE COMPLETED BY THE COMMITTEE

Tracking Number: _____	Date Recd: _____
Additional Info Requested: _____	Completed Application: _____
Action: _____	
Date Reviewed: _____	Response to Homeowner _____
_____ Committee Signature	_____ Secretary Signature
_____ Date	_____ Date

All painting or repainting of exterior surfaces must conform to the *Paint Guidelines for San Ignacio Vistas (hereinafter Paint Guidelines)* and be approved by the AC, except for the painting or repainting incidental to a like-kind repair or replacement.

Applications for repainting an existing exterior surface that in all ways conform to the *Paint Guidelines* may be approved by the Committee Secretary without further review by the AC. Otherwise the application must be approved by the Architectural Committee.

Refer to Section 4.32 of the Owners Handbook for detailed Guidelines.

GENERAL INFORMATION

1. All approved stucco and trim colors are preceded with the word "SIV" (i.e. SIV Mesa Tan, etc.). These colors have been established with 3 of the major Tucson paint suppliers, Dunn Edwards, Frazee, & Southwestern Paint Co. Refer to the **SIV Paint Color Matrix** for additional information.

Paint chips are available from the Secretary to take to any other paint suppliers in order to blend paint that will match the SIV colors.

2. **TRIM** is defined as:

(1) existing roofline trim (2) gutters attached to the roofline trim (3) window bump outs (4) garage bump outs (5) column bump outs (6) wall bump outs (7) exterior wall chair rail and (8) the back wall of niches and the flat wall around recessed windows, but not the top, sides and bottom shelf of the niche or recessed window. These areas of the niche or recessed window are to be painted the stucco or main body color.

3. Front doors shall be painted the official stucco or trim color of the house, or with a paint color that resembles wood.
4. Roof seal that is visible from neighboring lots or from above streets must not cause a glare because of sun reflection. The approved sealant color of the **roof's visible area** is SIV Mesa Tan or darker. This may require tinting the basic roof seal color (which is usually white).
5. Security/metal doors, gates, and railings shall be painted in the official stucco or trim color, or black, in flat or low sheen paint.
6. Garage doors shall be painted the official stucco color of the house.
7. All gutters, downspouts, utility boxes, and conduit shall match the trim or stucco color to which they are affixed. Downspouts and other items mounted on brick shall be painted to match the brick. Toffee Crunch or Foxtail are suggested for this application. Flat or low sheen paint shall be used.
8. Simulated Brick on Homes: These brick are porous. It is suggested that the homeowner consider sealing this brick at the time of repainting.

Paint & Sealant Quality--Herein quality refers to longevity and/or tendency to fade. Paint and sealants consist of varying amounts of "solids". The greater amount of solids generally increases the life (and price) of the product. Many paint and sealant manufacturers provide the same paint color in different formulations of paint and sealant solids. It is suggested that the homeowner discuss with his contractor both the color and quality of the selected paint and sealants. Depending upon paint quality, **it is suggested that repainting should be considered every 5 to 8 years.**

SAN IGNACIO VISTAS, INC
RESOLUTION OF THE BOARD OF DIRECTORS
REGARDING MEASURABLE INTERFERENCE WITH VIEWS
BY TREES LOCATED ON PRIVATE PROPERTY

Section 13.9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for San Ignacio Vistas ("Declaration") states:

All trees and other vegetation planted in the Lot shall be kept trimmed to a height which will not measurably interfere with views from neighboring lots.

A violation of this section cannot be ascertained unless an Owner of a neighboring Lot indicates that a tree(s) or other vegetation on a neighboring lot is impeding his/her view.

To determine whether there is measurable interference with a view from a neighboring lot, the Owner of an adjacent lot, who believes that his/her views are being impeded, must bring his/her concerns to the Board of Directors before the Board can take action to enforce this section of the Declaration.

Because this Section 13.9 provides that a tree(s) must not measurably interfere with the views of neighboring lots, an Owner who believes that his/her view is being impeded may choose to contact the Owners of other neighboring lots to determine if those persons' views are also being impeded.

This section pertains to the height of the tree(s) and thus, until such time as the Architectural Committee forbids the planting or maintenance of certain plants, trees and shrubs, the Board's concern in enforcing Section 13.9 is with the growth pattern of a tree and not whether or not that tree should or should not be planted.

Henceforth, the procedure to be followed by the Board in handling concerns with the height of a tree(s) on the Lot will be as follows:

1. Any Owner ("Complainant") believing that there is a violation of Section 13.9 of the CC&Rs (Section 4.27 of the Owners Handbook) must file a written Complaint with the Board.
2. As a condition precedent to filing the Complaint, the Complainant must meet with the Owner on whose lot the tree(s) is located ("Respondent") and attempt to amicably resolve the dispute before the Association will accept jurisdiction over the matter. If the Complainant has not met with the Respondent, then the Complaint must set forth the reasons for failing to do so.

3. The Complaint must contain the following information:
 - a. The lot on which the tree(s) is located, together with photographs of the tree(s) showing how it is affecting the Complainant's view.
 - b. A complete description of the view which the Complainant claims is impeded.
 - c. The names and address of the Owners of neighboring lots and the efforts the Complainant made to contact those Owners to determine if their views are being affected. If so, then photographs of the tree(s) from those Owner's lots, showing the impact on their views must also be submitted.
 - d. A description of the efforts the Complainant has made to resolve the concerns with the Respondent.
 - e. The proposed action which the Complainant is requesting be undertaken by the Respondent, e.g. pruning of the tree(s), removal of the tree(s), etc.
 - f. A statement from the Complainant indicating his/her willingness to appear at any meeting scheduled by the Board, including any hearing at which fines for the violation may be imposed against the Respondent and/or any court proceeding filed by the Association to enforce Section 13.9.
4. The statement from the Complainant must also give the Board permission to enter upon the Complainant's Lot to review the conditions about which the Complainant has complained.
5. Upon receipt of the complaint from the Complainant, the Board will notify the Respondent that a complaint was filed with the Board. That notice will include a copy of the Complaint and will request that a response to the Complaint be filed with the Board within 30 days from the date of the notice.
6. The Board will delegate the matter to the Architectural Committee ("AC"), which will schedule a date and time with the Complainant to meet on site to review the circumstances of the complaint. The AC will also meet with neighboring Owners to determine whether their views are also impacted and the extent of such impact.

7. The Complainant will be required to demonstrate to the AC the manner in which there is a measurable interference with his/her view and the AC will determine if the Owner is reasonable in his/her expectations of the view which he/she desires to preserve.
8. If the AC determines that there is a measurable interference with the Complainant's view, then it will contact the Respondent and attempt to resolve the dispute. If the AC is unsuccessful, then it will prepare a report to the Board with a recommendation as to the action which the Board should take.
9. The Board, upon reviewing the recommendation of the AC, will provide notice to the Respondent of the violation and give the Respondent at least 30 days within which to correct the violation. If the violation is not corrected within 30 days, then the Board will provide the Respondent with the opportunity to attend a hearing with the Board, to show cause why the Board should not impose fines against the Respondent for failing to take action to ensure that the height of the tree(s) does not measurably interfere with the Complainant's view.
10. If, after the hearing, the matter has not been resolved, the Board can pursue any and all legal remedies to which it is entitled to pursue under the terms of the Declaration.

Adopted by the Board of Directors on September 13, 2004 and as revised on October 12, 2010.

San Ignacio Vistas, Inc.

By: President

Attest

By: Secretary

COMPLAINT FORM
MEASURABLE INTERFERENCE WITH VIEWS CAUSED
BY TREES LOCATED ON PRIVATE PROPERTY

Pursuant to Section 13.9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) for San Ignacio Vistas, Inc., I am submitting a Complaint against the Respondent as one or more tree(s) located on that Lot are measurably interfering with my view and state as follows:

- 1. My lot is _____ and the physical address of the property is:

- 2. The Respondent' lot number is _____ and the physical address of the property is

- 3. The view which I seek to protect is: _____

- 4. The type, numbers and description of the trees: _____

- 5. The tree(s) that measurably interfere with my view in the following manner: _____

- 6. I am submitting _____ photographs of the tree(s) showing how it is affecting my view.
- 7. I contacted my neighbors to determine if their views are being affected and they indicated:

 _____ They do not have any complaints about the tree(s).

 _____ Their views were negatively impacted, but they do not wish to join into this Complaint.

 _____ Their views were negatively impacted by the tree(s) and they join into this Complaint (See Exhibit A).

 *Submit any comments from the Owners of the neighboring Lots, as an attachment.
- 8. The names and address of the Owners of neighboring lots whose views are also being detrimentally affected are: _____

9. I have attached photographs taken from these neighboring lots showing the impact the tree(s) have on those lots. _____ Yes _____ No

10. I contacted Respondent on the following dates in an attempt to resolve the issue over the height of the tree(s) and the outcome was as follows:

Date: _____ Nature of Conversation:

Date: _____ Nature of Conversation:

Date: _____ Nature of Conversation:

11. I sent letters to Respondent concerning resolution of this matter. ____ Yes ____ No.

I have attached copies of any letters which I sent to Respondent. ____ Yes ____ No.

12. I request that the Respondent take the following action so that there is no further measurable interference with my view: _____

I understand that a copy of this Complaint will be given to the Respondent and that the Respondent will be requested by the association to respond to this complaint

I am willing to appear at any meeting scheduled by the Board, including any hearing at which fines for the violation may be imposed against the Respondent and/or any proceeding filed by the Association to enforce Section 13.9.

I give the Board permission to enter upon my Lot to see how the tree(s) measurably interfering with my view. The best dates and times to do so are:

_____.

Dated: _____ .

Complainant: _____

Phone: _____

Following are names, addresses, lot numbers and signatures of the Owners of neighboring lots who join in this Complaint.

Exhibit "A"

Lot _____
Name _____
Address _____

Signatures _____

Lot _____
Name _____
Address _____

Signatures _____

Lot _____
Name _____
Address _____

Signatures _____

Comments from the Owners of Neighboring Lots

San Ignacio Vistas Inc.

COMPLAINT FORM

Complainant's Name: _____ Date: _____

Address: _____ Lot #: _____

Phone Number: _____ Email Address: _____

Refer to Section 6.0 of the Owners Handbook (see reverse side of this form) for Complaint Procedure.

NATURE OR DESCRIPTION OF COMPLAINT:

Please attach supporting back-up, including pictures if appropriate, and provide such details as who, when, where and what, if they are known to the complainant.

If applicable, please reference the pertinent Section from the Owner's Handbook that you feel is being or has been violated.

Date observed: _____

Please sign and date:

Complainant's Signature Date submitted

FOLLOWING TO BE COMPLETED BY THE COMMITTEE/BOARD

Date Received: _____	Date Referred to Board: _____
Date Investigated: _____	Date Validated: _____
Action: _____	

_____	_____
<i>Board Signature</i>	<i>Date</i>
_____	_____
<i>Secretary Signature</i>	<i>Date</i>

6.0 COMPLAINT PROCEDURE

Homeowners are encouraged to solve problems among themselves whenever possible. If this is not possible, an Owner may file a complaint with the Association. The complaint procedure may apply to any of the Rules set out in this Handbook. A Complaint Form may be obtained from the Secretary or downloaded from the website www.sivhoa.org. (See Section 7.4)

6.1 Register a Complaint

Complaints must be in writing and delivered to the Secretary either in person or by mail using the Complaint Form. Anonymous complaints will not be acted upon. All complaints will be handled in a strictly confidential manner.

If a complaint does not involve a possible violation of the Rules or if a violation cannot be documented because of the passage of time, it may be administered by the Secretary, with or without consultation with the Board.

6.2 Validation of the Complaint

When the Secretary receives a complaint that may involve a violation of the Rules it will be directed to the Board for investigation and validation. The Board may enlist the assistance of one or more Board members or other Owners to investigate and, if appropriate, validate a violation. Once the violation has been validated, the Board shall direct the Secretary to send a violation notice to the Owner specifying the alleged violation. If the Board determines that the complaint cannot be validated, it will be dismissed and the Secretary will inform all parties.

If you feel that you can approach the other party we encourage Owners to communicate prior to bringing complaints to the board. Please let us know if you made an attempt and if that contact was unsuccessful.

I (we) have contacted _____ the Owner of Lot _____ to try to resolve this issue on _____, 20____ and their response was:

SAN IGNACIO VISTAS, INC.
P O Box 1150
Green Valley, AZ 85622-1150

SAMPLE

July 1, 2010

Mr. I. N. Violation
2000 Harvest Moon Dr
Green Valley, AZ 85622-5813

Re: First Notice of Violation
for Lot 250

Dear Mr. Violator:

The Board has received a complaint about colors used recently to paint your home. On June 25, the complaint was validated as evidenced by the attached photo(s)

The Board finds that you are in violation of Section 4.32 A (1) in that you painted your home using colors other than those in the SIV Paint Guidelines.

You may also have repainted your home without first seeking approval of the Architectural Committee. If you have evidence of Architectural Committee approval, please provide me with a copy at your earliest convenience.

You have the right to a hearing provided you initiate your appeal, in writing, within 30 days of receipt of this letter (see Section 6.3 & 6.4 of the Owners Handbook). Otherwise we request that you notify the Secretary no later than July 30, 2010 of how and when you will bring your property into compliance.

Failure to respond by July 30, 2010 will cause the Board to send a "Second Notice of Violation" (see Section 6.5 of the Handbook) and fines will begin to accrue.

The requirements of our Rules are for the benefit and protection of all homeowners in SIV. Some may seem to be more important than others; however, all are designed to preserve property values and the natural beauty of our setting. By law we are obliged to enforce all of our Rules including those that may seem trivial. Any other action by the Board could have an adverse impact on all property values.

We would appreciate your immediate attention to this matter.

Very truly yours,
SIVHOA Secretary

SAN IGNACIO VISTAS, INC.

P O Box 1150
Green Valley, AZ 85622-1150

(SAMPLE)

August 1, 2010

CERTIFIED MAIL

Mr. I N. Violation
2000 Harvest Moon Dr
Green Valley, AZ 85622-5813

Re: Second Notice of Violation
for Lot 250

Dear Mr. Violator:

On July 1, 2010 we sent you a letter notifying you that you were in violation of our Rules. This letter was sent subsequent to an investigation into the June 25 complaint received by the Architectural Committee.

In our letter the Board found you in violation of Section 4.32 A 1) in that you painted your home using colors other than those in the SIV Paint Guidelines. Although you had the right to appeal this finding you did not do so.

We also advised that it appeared that you proceeded to repaint your home without seeking Architectural Committee approval. Although you may have evidence to the contrary you did not provide us with that evidence.

We requested that you bring your property into compliance with our Rules by July 30 or notify the Secretary not later than July 30 as to how and when you would bring your property into compliance. To date we have heard nothing from you.

Consequently the Board has assessed you a fine amounting to \$250 for repainting your home without seeking Architectural Committee approval.

The Board has also determined that since you have also failed to seek steps in order to extend the deadline you are fined a \$250 "Continuing Violation Fine" for failing to bring your property into compliance by July 30, 2010.

These fines are due and payable to the Secretary upon receipt of this letter.

Finally the Board has determined to begin assessing a Secondary Fine of \$125 for each week or part thereof until the violation is removed and you have given written notice of compliance to the Secretary and the compliance is confirmed by the Board. Refer to Section 6.5 and 6.6 of the Owners Handbook.

We would appreciate your immediate attention to this matter.

Very truly yours,
SIVHOA Secretary

**Architectural Committee
SAN IGNACIO VISTAS, INC.
P. O. BOX 1150
GREEN VALLEY AZ 85622-1150**

NOTIFICATION FORM REGARDING ANTENNA INSTALLATION

Although a resident does not need prior approval to install a **new** antenna covered by the Federal Communications Commission's Over-the-Air Reception (OTARD) Rule (unless the resident is seeking to install, or has installed, an oversized mast), the Association does require that the resident complete and submit this notification form prior to any antenna installation. Once this form has been submitted, the resident may proceed with the installation. **If you have an existing antenna installation, please complete this form and mail to the address above so that appropriate notification is on file.**

Homeowner or Resident: _____
Address: _____
Phone (day): _____ Phone (evening) _____
E-mail _____

Type of antenna to be installed or already installed:

- Direct broadcast satellite (DBS)
- Television broadcast
- Multipoint distribution service (MDS)

Name of company performing installation or who performed the installation (if any): _____

Address: _____
Phone: _____ E-mail: _____

Installation location: _____
Date installation is (was) to be performed: _____
Please indicate the method of installation and how the installation is (was) secured:

Please note that the new or existing installation must comply with all association rules and guidelines, which include the manufacturer's guidelines and applicable building codes.

Is a mast necessary for reception: Yes___; No___.

If yes, is the mast required to extend more than 12 feet above the roofline or extend to height greater than the distance from the installation to the lot line? Yes___; No___.

If yes, then you must complete the Association's approval form for installation of oversized masts. You may not install the oversized mast until the Architectural Committee has approved the installation.

After reviewing the terms and conditions of antenna installation, please sign the statement below:

I will comply (am complying) with all of the association's valid rules for installing, maintaining, and using antennas. I assume liability for any personal injury or damage to associations and other resident's property that occurs due to antenna installation, maintenance, and use.

Signature: _____ Date: _____

**SAN IGNACIO VISTAS, INC.
ANTENNA (SATELLITE)
INSTALLATIONS,
MAINTENANCE, AND USE**

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Based on **Model Rules and Restrictions for Antenna Installation,
Maintenance, and Use,**

**COMMUNITY ASSOCIATION INSTITUTE
(www.caionline.org/gettingconnected)**

**REVISED RULES FOR ANTENNA – (SATELLITE)
INSTALLATION, MAINTAINENCE AND USE**

INTRODUCTION

WHEREAS, the San Ignacio Vistas, Inc. Homeowners Association is responsible for governance and maintenance of the Common Areas; and

WHEREAS, the Association exists pursuant to applicable state law and the governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules in the interests of the Homeowners, pursuant to sections of state law and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission (“FCC”) adopted a rule effective October 14, 1996, and amended effective January 4 and 22 and February 16, 1999, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (“Covered Antennas”); and

Whereas, the Association wishes to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Homeowners and consistent with the FCC Over-The-Air Reception Devices (OTARD) Rule;

THEREFORE, the Association adopts the following rules for San Ignacio Vistas, Inc., as a revision of **S.I.V. Rules 12/18/2000**, which shall be binding upon all owners and residents and their grantees, lessees, tenants, occupants, successors, heirs, and assigns and which shall supersede any previously adopted rules on the same subject matter.

I. Definitions

- A. **“Antenna”**: any device used for the transmission and receipt of video or audio services, including direct broadcast **satellite** (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. **“Covered Antenna”**: this term means an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.
- C. **“Common Area”**: as defined in the Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas (CC&Rs).
- D. **“Individual Antenna”**: an Antenna installed by one Resident for the reception by that Resident.
- E. **“Homeowner”**: as defined, CC&Rs, Article I, Section 1.9, regardless of whether the Association has maintenance responsibilities for a portion of that owner’s property.
- F. **“Resident”**: any person (homeowner or tenant) residing in San Ignacio Vistas, Inc.
- G. **“Mast”**: Structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.
- H. **“Transmission-Only Antenna”**: an Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

II. Antenna Size and Type

Subject to criteria detailed elsewhere in these rules, the following are Covered Antennas and may be installed.

- A. Antennas designed to receive DBS service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited or subject to a prior approval process.
- B. Antennas designed to receive MDS service that are 39.4 inches (1 meter) or less in diameter may be installed. MDS antennas larger than 39.4 inches (1 meter) are prohibited or subject to a prior approval process.
- C. Antennas designed to receive television broadcast signals, regardless of size.
- D. Transmission-Only Antenna that is necessary for the use of Covered Antennas.
- E. Mast that is required for the installation of Covered Antennas.
- F. **All other Antennas (including amateur or ham radio antennas) not covered by the FCC's OTARD Rule as amended are prohibited or subject to the architectural review process.**

III. General Rules

- A. **Residents may install Covered Antennas according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas**
- B. Location
 - 1. Covered Antennas shall be installed solely on a Homeowner's property, but not on private property maintained as Common area, as defined in the CC&Rs.
 - 2. Television broadcast Covered Antennas must be installed inside a home whenever possible.
 - 3. Covered Antennas shall not encroach upon any Common Area, any other Homeowners property, Common Area airspace, or the airspace of another Homeowners owned area.
 - 4. Covered Antennas shall be located in a place shielded from view from other homes, from streets, or from outside San Ignacio Vistas, Inc. to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location. This section does not permit installation on the Common Areas, or private property maintained as a Common Area, even if an acceptable-quality signal cannot be received from an homeowners area.
 - 5. If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.
- C. Installation
 - 1. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
 - 2. All installations shall be completed so that they do not materially damage any property in San Ignacio Vistas, Inc., or void any warranties of San Ignacio Vistas, Inc. or other Residents, or in any way impair the integrity of any building in San Ignacio Vistas, Inc.
 - 3. A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna. The purpose of this regulation is to ensure that Covered

Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to association residents and personnel.

4. Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.
5. Residents are liable for any personal injury or damage occurring to Common Areas or other Homeowners Property arising from installation, maintenance or use of a Covered Antenna. And shall pay the costs to
 - a. Repair damages to the Common Area, Homeowners property and any other property damaged by Covered Antenna installation, maintenance or use;
 - b. Pay medical expenses incurred by persons injured by Covered Antenna installation, maintenance, or use; and
 - c. Reimburse residents or San Ignacio Vistas, Inc. for damages caused by Covered Antenna installation, maintenance, or use.
6. A resident installing a Covered Antenna shall indemnify San Ignacio Vistas, Inc. against injury or loss caused by the Covered Antenna.

D. Maintenance

1. Residents shall not permit their covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for Covered Antenna maintenance, repair, and replacement, and the correction of any safety hazard within thirty days after notification of the need for repair.
2. If Covered Antennas detach, residents shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.
3. Residents shall be responsible for Covered Antenna maintenance if the exterior surfaces of the Covered Antennas deteriorate.
4. If the Resident does not correct a safety hazard within thirty days after notification, the Association may enter onto the property to repair the Covered Antenna. Any repair expense will be charged to the Resident.
5. If a Covered Antenna is not properly maintained, the Resident shall be responsible for any personal injury or property damage to any Common Area or an Homeowners property and shall indemnify the association for any personal injury or property damage.

E. Covered Antenna Camouflaging

1. Covered Antennas shall be neutral in color or painted to match the color of the structure on which they are installed.¹
2. Covered Antennas installed on the ground and visible from the street or other Residents' property must be camouflaged. A covered antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.
3. Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

¹ Some manufacturers assert that painting may prevent the reception of an acceptable-quality signal. Residents should make sure that paint will not degrade the signal.

IV. Safety

Because the Association has a legitimate safety interests in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must follow the listed safety guidelines;

- A. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, county and state laws and regulations, and manufacturer's instructions. If a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
- B. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.**
- C. To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

V. Number of Covered Antennas

No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident.

VI. Mast Installation

- A. Mast height may be no higher than absolutely necessary to receive acceptable-quality signals.
- B. Masts extending 12 feet or less beyond the roofline may be installed on Homeowner Owned property, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the lot line than the total height of the Mast and Covered Antenna above the roof must be preapproved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.
- C. Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Areas or other Residents' Individually Owned Property, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.
- D. Masts must be painted the appropriate color to match their surroundings.
- E. Masts shall not encroach upon the Common Areas, private property maintained as Common Area or another Resident's area.
- F. To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions natural to the Association's location

VII. Covered Antenna Removal

Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents shall be responsible for all costs relation to restoration of these areas.

VIII. Notification Process

- A. Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Architectural Committee, San Ignacio Vistas, P. O. Box 1150,

Green Valley AZ 85622-1150. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the San Ignacio Vistas, Inc. for Covered Antenna installation, and to determine whether the installation could pose a safety hazard.

- B. Any Resident having an existing Covered Antenna must complete a notification form and submit it to the Architectural Committee, San Ignacio Vistas, P. O. Box 1150, Green Valley AZ 85622-1150.
- C. The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna.

IX. Installation by Tenants

These rules shall apply in all respects to all Residents, whether owners or tenants.

X. Enforcement

- A. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, a fine of \$50 shall be imposed by the Association for each violation twenty-one days after the Association rules have been validated, unless the rules had previously been validated and the Resident does not contest the rules' application to his or her particular situation. In this situation, the Association will fine the Resident immediately upon revalidation of the rules. If the violation is not corrected with a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues.
- B. If permitted in Association documents or by state statute, attorneys' fees may be collected for any work done after the Association rules have been validated by the FCC or a local court.
- C. If Covered Antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

XII. Severability

If any of these provisions is ruled to be invalid, the remainder of these rules shall remain in full force and effect.

These Rules are adopted by the Board of Directors, San Ignacio Vistas, Inc. on 07 July 2003 effective 07 July 2003.

Sincerely,

S/S
Vernon L. Kliewer, President

S/S
Marianne M. Bishop, Secretary

Karl H. Anderson, Vice-President
Linda S. Gregory, Board Member
Arlene P. Haugan, Board Member and Treasurer
Ronald L. Sorenson, Board Member

ANTENNA RULES-INSTALL&MAINT 7-7-2003.DOC

PRUNING AND REMOVAL OF
COMMON AREA TREES AND OTHER VEGETATION

- 1.** Each year the Maintenance Committee, acting in consultation with the Association's arborist or other consultant, will evaluate the trees and other vegetation located in the Common Areas to determine which trees or other vegetation must be pruned or removed.
- 2.** After such determination is made, the Maintenance Committee will obtain estimates of the approximate cost of pruning or removing such trees and other vegetation and if within Budget, obtain Board approval for such amount and such time as they might schedule.
- 3.** If an Owner wants a common area tree or other vegetation pruned or removed that is not a part the scheduled "trimming" program, the Owner may make a written request to the Maintenance Committee in accordance with the following procedure:
 - a.** An Owner (the requesting party) may request pruning or removal of a tree or other vegetation that is located in a common area that abuts the owner's property, as defined in item 6, or otherwise impacts the owner's view by using the accompanying Form to Request Pruning or Removal of Common Area Trees or Other Vegetation.
 - b.** If the tree or other vegetation in question is in a common area that also abuts the property of other homeowners, (item 6), each of them will need to be a counter party to the request.
 - c.** The request to prune or remove a tree or other vegetation cannot threaten serious erosion of the surrounding terrain.
- 4.** The Maintenance Committee may not unreasonably deny the Owner's request.
- 5.** If it approves the request the committee may offer the Owner the following options:
 - a.** Either enroll the Owner in the next available program conducted by the Association, or
 - b.** Permit the owner to proceed with the pruning or removal of the tree or other vegetation at their own expense and in accordance with such guidelines as the committee provides.
- 6.** To the extent the common area borders upon the lot of an owner it is said to abut that lot, but only for the width of that common border whatever its depth.

**Request Form - Pruning or Removal of
Common Area Trees or Other Vegetation**

I am / we are submitting a request for service to trees or other vegetation in the common area that abuts our property.

The type, number, description **and approximate location** of the trees or other vegetation:

Note: If possible, for easier identification, please provide photographs of the tree(s) or other vegetation. This can be transmitted digitally and sent as attachment(s) via email to: info@sivhoa.org

Specifically, we are requesting the following regarding the tree(s) or other vegetation. **Please be specific and indicate if you want the tree pruned (either with or without special consideration -- such as: no topping, thin interior of tree only, etc.) or if you would like the tree removed.**

The reason this tree or other vegetation is in need service:

NOTE: Please provide signatures and phone numbers for all owners whose lots abut the common area containing the trees or other vegetation included in this request in case we need to contact you.

In the event the Committee cannot reach us when it is considering action, if it is necessary, we hereby grant the Association permission to enter upon our property to evaluate this request.

REQUESTING PARTY LOT NUMBER _____ ADDRESS:

Signature(s): _____

Phone: _____ Date _____

NEIGHBOR LOT NUMBER _____ ADDRESS:

Signature(s): _____

Phone: _____ Date _____

NEIGHBOR LOT NUMBER _____ ADDRESS:

Signature(s): _____

Phone: _____ Date _____

San Ignacio Vistas, Inc.
Homeowners Association
P.O. Box 1150
Green Valley, AZ 85622-1150

PHONE: 520-625-4924

FAX: 520-625-5166

October 12, 2010

Re: Use Easements

Generally our lot lines either run to the sidewalk in front, to those of a neighbor on either side and perhaps to the common area in the rear. Along the side and rear lot lines there is a wall sometimes referred to as a "patio wall".

But this is not always the case. For some their lot line extends beyond their patio wall. These situations are addressed on pages 6 and 7 of our CC&Rs. The purpose of this memo and the four diagrams that are attached is to provide a summary of those provisions for those who might not want to dig out of the CC&Rs for the same information.

For purposes of this discussion we shall assume we are the owner of Lot B. In three of the four diagrams we find that our lot line is outside our patio wall. In the fourth our neighbor's lot line is inside our patio wall. We will discuss each in turn.

Our first situation is set out in Diagram 1. This is an instance where the builder decided to build a portion of our patio wall on the lot of our neighbor, the owner of Lot A. This parcel is designated by cross-hatch in the diagram. The wall effectively prevents our neighbor access for the purposes of maintaining this parcel without crossing our property. To ensure proper maintenance and avoid possible disagreements over landscaping and access rights our CC&Rs grants us, the owner of Lot B a "use easement". This means we are solely responsible for all landscaping and maintenance of the parcel up to the patio wall that separates our lot from that of our neighbor. Because our lot is in effect expanded we are the beneficiary (lot B) of the fortuitous placement of the wall outside our property line and our neighbor (lot A) is "burdened" since his/her lot is diminished.

In Diagram 2, the situation is reversed. A portion of the patio wall between us and our neighbor, the owner of Lot C, is on our lot (again cross-hatched). So we are burdened and Lot C is benefited to use the terminology of the CC&Rs.

In either case there are limitations to the easement. The beneficiary (lot B in the first example, lot C in the second) cannot "improve" the easement with such things as walkways, water effects or patios. Nor can the beneficiary attach equipment or fixtures to the walls (plants are ok). With proper approval (see notes in the diagrams), the beneficiary might be able to place a bench or perhaps a grill on the use easement.

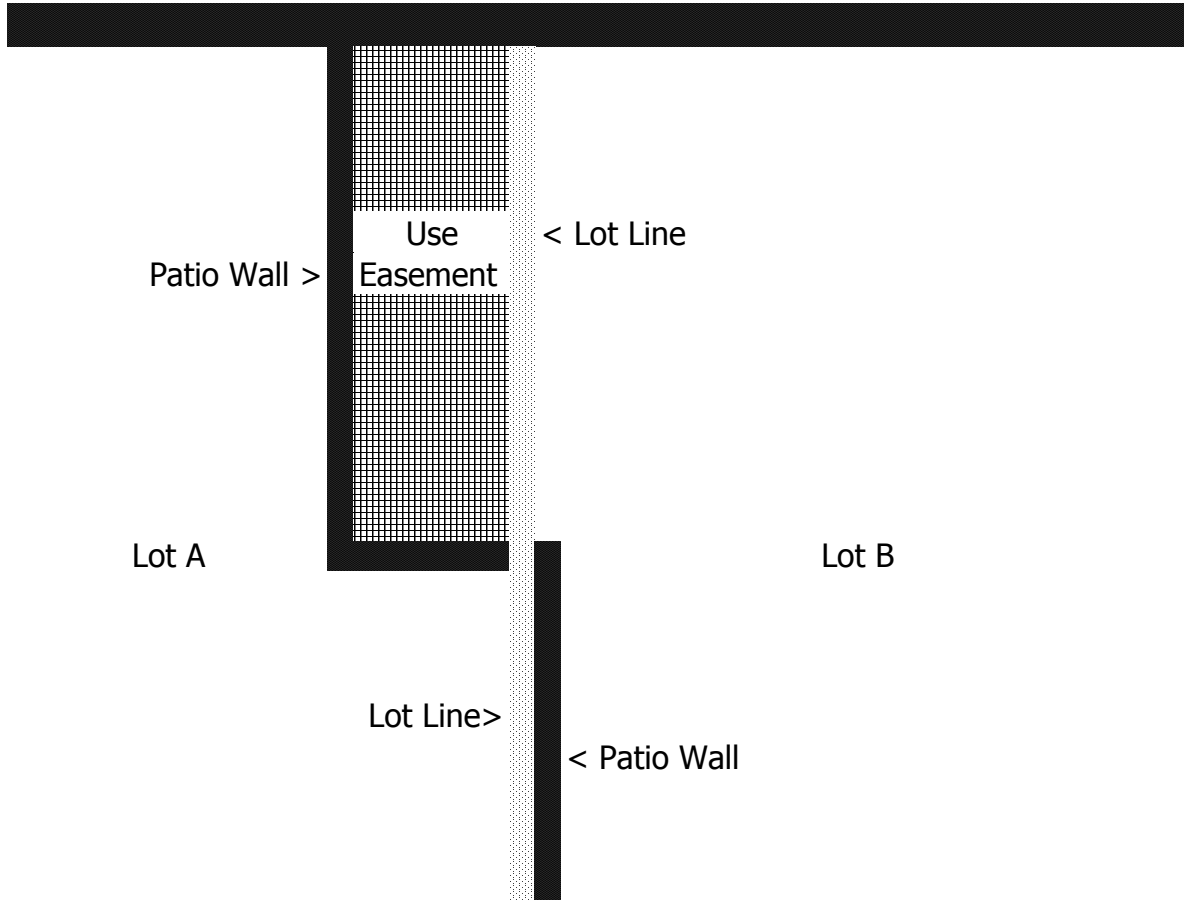
A similar resolution occurs where the portion of our lot line that is outside our patio wall abuts or adjoins the Common Area (area cross-hatched in Diagram 3). As in the second example this space is burdened with a use easement. The beneficiary in this instance is the Association. As before the beneficiary (the Association) is responsible for all landscaping and maintenance. And, as before, the easement must remain unimproved. But here the CC&Rs go one step further and declare the easement "will be deemed a part of the Common Area for the use and enjoyment of all Owners." Sometimes this easement is referred to as "uncommon common ground."

Our final example (see Diagram 4) addresses those situations where the lot line extends beyond the patio wall to the sidewalk, curb or street (area shown in diagonal lines – or in some cases might print as dark dots). Because we can access this parcel without crossing the property of another owner (by using the street or sidewalk if necessary) we continue to enjoy all the responsibility for its landscaping and maintenance as if the wall were not there.

One or more disclaimers are in order. First the parcels covered by easement are neither necessarily rectangular in shape nor significant in size. Second nothing should be taken from this memo that is in contradiction with the CC&Rs. If an owner seeks to clarify their easement rights or obligations they should contact the Association Secretary.

Diagram 1

Use Easement where Lot B is "Benefited"



Notes:

In this example rear yard of Lot B encloses part of Lot A.

Use easement on Lot A (shown as cross-hatch) where Lot B is benefitted and Lot A is burdened.

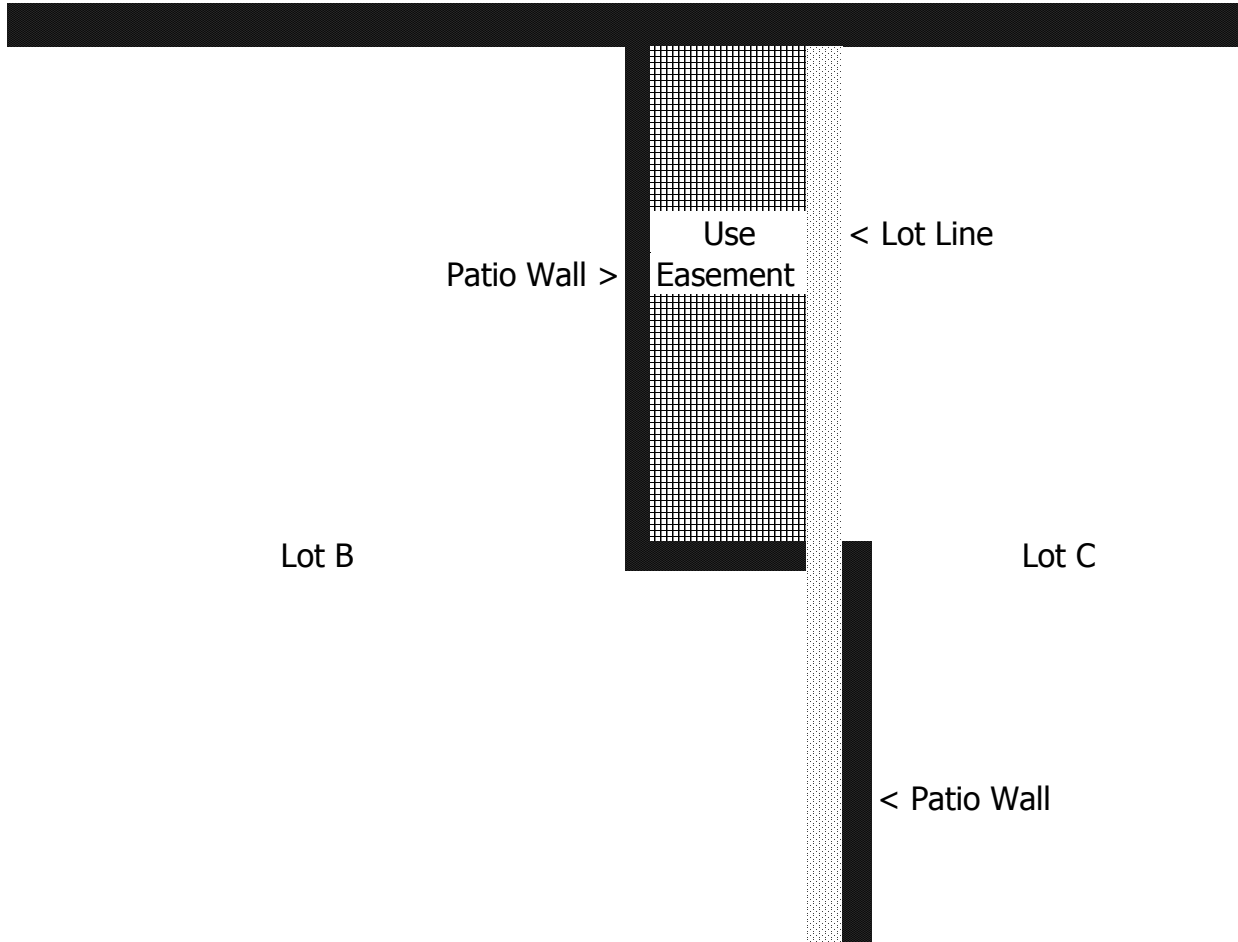
See Section 4.7 (pages 6 -7) of Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas, dated January 23, 2006 for definition of Use Easement.

Section 4.7 states that "each owner benefited" by a use easement "is solely responsible for all landscaping and maintenance related thereto and must keep the easement area in a clean, neat and well-landscaped condition."

Section 4.7 states that the easement area is "intended to free of all Improvements", including walkways or patios, nor "may they attach any equipment or fixtures to said walls". If permitted by Pima County and the Architectural Committee limited structures such as barbecues or benches may be permitted in the easement area.

Diagram 2

Use Easement where Lot B is "Burdened"



Notes:

In this example rear yard of Lot C encloses part of Lot B.

Use easement on Lot A (shown as cross-hatch) where Lot C is benefitted and Lot B is burdened.

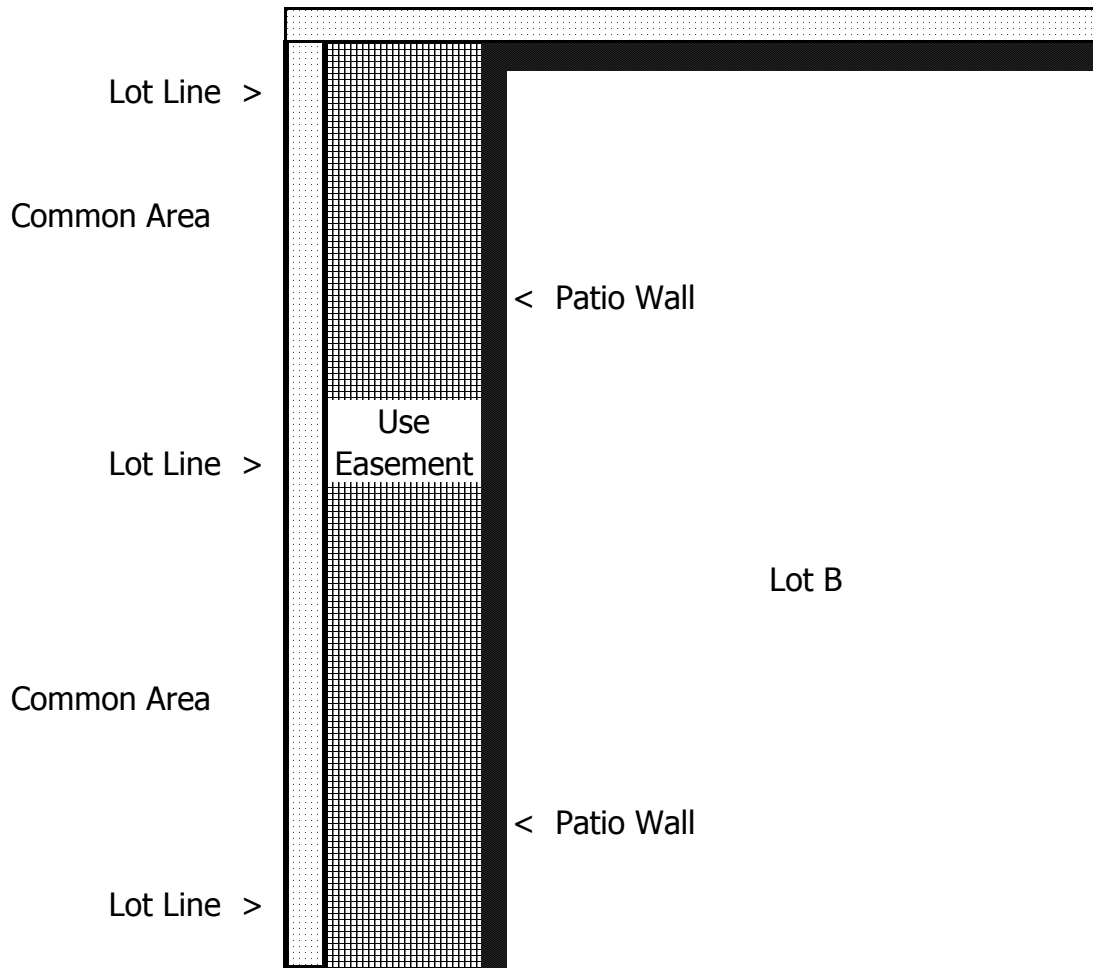
Note: See Section 4.7 (pages 6 -7) of Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas, dated January 23, 2006 for definition of Use Easement.

Section 4.7 states that "each owner benefitted" by a use easement "is solely responsible for all landscaping and maintenance related thereto and must keep the easement area in a clean, neat and well-landscaped condition."

Section 4.7 states that the easement area is "intended to free of all Improvements", including walkways or patios, nor "may they attach any equipment or fixtures to said walls". If permitted by Pima County and the Architectural Committee limited structures such as barbecues or benches may be permitted in the easement area.

Diagram 3

Use Easement where Lot B Abuts Common Area



Notes:

In this example Common Area encloses part of Lot B.

Use easement on Lot B (shown as cross-hatch) where Common Area is benefitted and Lot B is burdened.

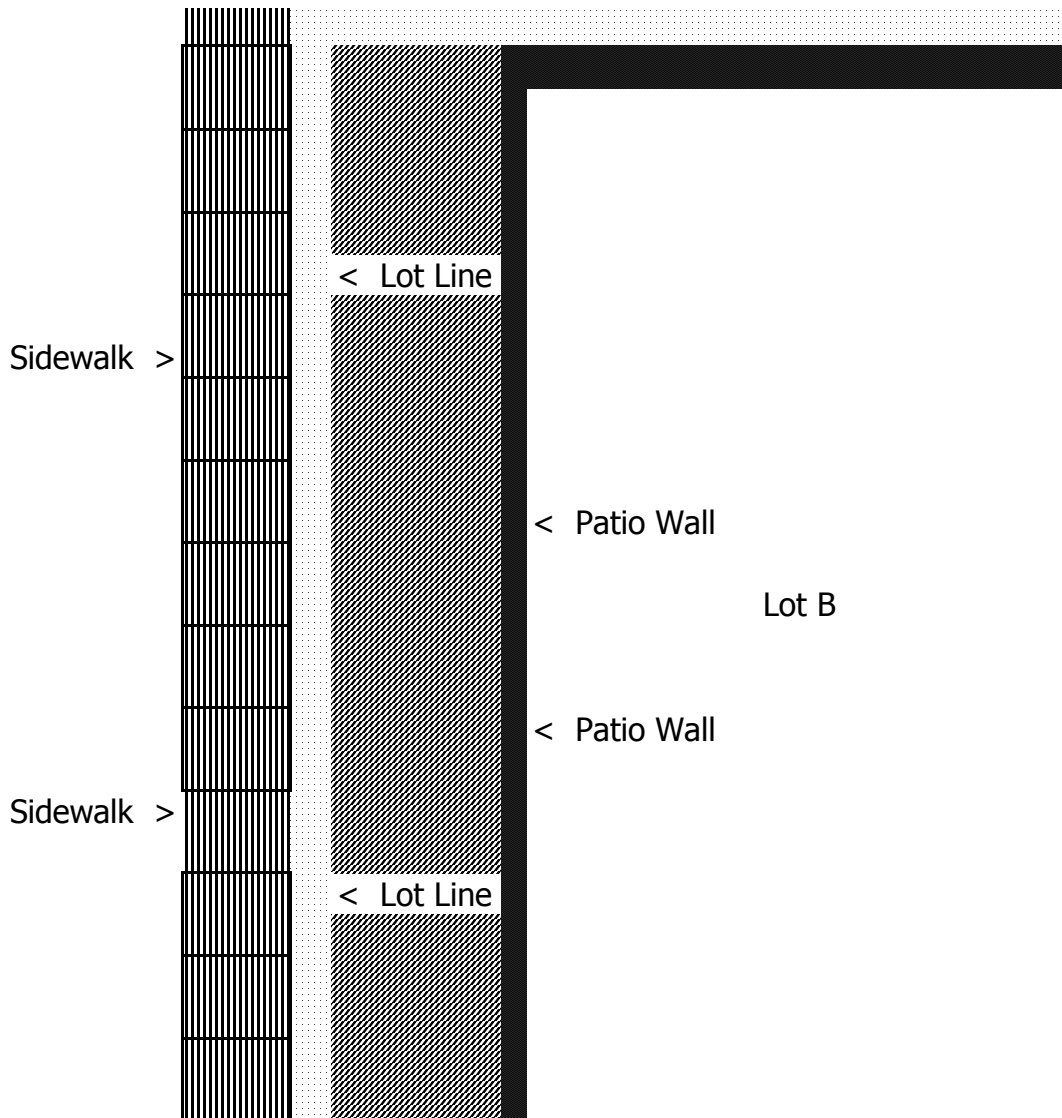
See Section 4.7 (pages 6 -7) of Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas, dated January 23, 2006 for definition of Use Easement.

Section 4.7 states that "Any easement onto a Lot benefiting a Common Area must remain unimproved and will be deemed a part of the Common Area for the use and enjoyment of all Owners."

Section 4.7 also states that each owner benefitted (including the Association) by a use easement "is solely responsible for all landscaping and maintenance related thereto and must keep the easement area in a clean, neat and well-landscaped condition."

Diagram 4

Lot B Property Line extends beyond Patio Wall



Notes:

In this example property line of Lot B extends beyond the Patio Wall to the Sidewalk.

Area between Sidewalk, Lot Line and Patio Wall (shown in dark dots) belongs to Lot B and Lot B is solely responsible for all landscaping and maintenance related thereto and must keep the the area in a clean, neat and well-landscaped condition.

Area is subject to such limitations on improvements, equipment, fixtures and limited structures as might be imposed by Pima County and/or the Architectural Committee.

WASTE MATERIALS AND TRASH REMOVAL

In April 2007 Board of Directors of San Ignacio Vistas Inc. executed a 5-year contract with Saguaro Environmental Services naming Saguaro the sole Refuse Removal Service Provider for SIV.

ESTABLISHING ACCOUNT

All homeowners must call Saguaro Environmental Services to establish an account.

SAGUARO ENVIRONMENTAL SERVICES

5055 S Swan Rd, Tucson, AZ 85706

Customer Service: (520) 745-8820

Office Hours: Monday thru Friday 8 AM to 5 PM

BILLING

If you would like to set up auto pay, please call customer service (520) 745-8820. Presently the quarterly charge is \$45.69, ALL inclusive. (as of 5-2009) You will be billed quarterly (June, September, December and March). Increases are constrained by a Refuse Removal Service Agreement.

If you are a seasonal resident, you are required to call customer service to start and stop service to avoid getting billed while you are gone as well as avoiding getting missed when you return.

SERVICE SCHEDULE - (except for certain holidays)

Refuse Removal Service : pickup on Monday and Thursday

Recycle Service will be on Thursday

You will receive one 18 gallon recycling bin

You must have your trash at curbside when the trucks arrive in order to ensure that you will not be missed on your pick-up day. Please have your trash out by 8 AM.

COLLECTION DAYS - We will collect on all Holidays except:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day and

Independence Day

Christmas Day.

If your pick up day falls before one of these above Holidays, it will not be affected.

If your pick up falls on, or after, one of the above Holidays, your pick up will be one day later.

RETURN TRIPS

All containers must be set out in a timely fashion on your scheduled day and this includes recycling. We suggest by 7 AM and certainly not later than 8 AM. If it is hard for you to meet this morning deadline, we suggest you put your trash out the night before in some type of container with lid or try spraying the trash bags with an ammonia product to help deter critters.

If a return trip is required due to a customer error, a \$15.00 return trip fee will be charged. If your pick up is missed and you cannot wait for the next scheduled date, please notify our office as soon as possible -- within 24 hours of your pick-up day.

SERVICE GUIDELINES

- ◆ Refuse containers may be no larger than the standard 32-gallon bins and no container including contents should weight more 50 lbs.
- ◆ Trash bags may be no bigger than the standard 32-gallon bags, and strong enough to hold the contents without tearing.
- ◆ Please limit the number of containers (bags, bins, boxes or bundles) to 3 or 4 at any one collection.
- ◆ Bundled items, such as tree or palm branches, should be cut to 3 foot lengths and secured with twine.
- ◆ Ashes, Kitty Litter, Sawdust and Vacuum Cleaner dust must be placed in a tied plastic bag.
- ◆ No dirt, rock or concrete will be collected due to weight.

HAZARDOUS MATERIALS

No hazardous material should be placed in the trash such as Motor Oil, Chemicals, Paint, Pesticides, Tires, Batteries, Propane Tanks, Asbestos, Gas, Oil, Anti-freeze, or Freon. Household Hazardous Wastes (HHW) should never be placed in household trash or flushed into the sewer system. Following are some disposal options for residents in the Green Valley area.

- 1) Each year, early Spring and late Fall HHW collection events are held in at the Valley Presbyterian Church Parking Lot 2800 S Camino Del Sol in Green Valley.
- 2) Outdated Fire Extinguishers may be dropped off at any Green Valley Fire District Station, or at the Green Valley Fire District Administration Offices located on Encanto just east of the corner of Camino Del Sol and Encanto. Outdated Fire Extinguishers are the only HHW accepted by the Green Valley Fire District.
- 3) Antifreeze, Batteries, Oil, and Paint (ABOP) products can be taken to a drop-off station located at the Sahuarita Landfill. This Station at Sahuarita Landfill is one of five such ABOP collection stations in Tucson and Pima County.
- 4) On the first Saturday of each month (excluding holidays), there are HHW collections at "outreach" sites. The "outreach" site closest to Green Valley is at the El Pueblo Neighborhood Center, 101 West Irvington Road.
- 5) All Household Hazardous Wastes may be taken to the HHW Main Site located at 2440 West Sweetwater Drive in Tucson only on Fridays and Saturdays from 8:00 AM to Noon.

Directions to the Household Hazardous Waste (*HHW Main Site*)

From Green Valley, take I-19 north to I-10. Take I-10 west to the Prince Road exit, go left (west, under I-10) on Prince Road to Business Center Drive, north to River Park Drive, turn left, then right on Commerce Drive, left on Access Drive, and right onto Sweetwater Drive. The HHW Main Site (the building with the United States flag) is directly north of the Stop Sign (also just north of the Aufmuth Motors building). On Friday and Saturday mornings, HHW A-frame signs are posted to direct you to the site.

Pima County Hazardous Waste Dept. (520) 888-6947

ACCEPTABLE RECYCLABLE MATERIALS

- Paper - White & colored Exception: no neon bright colors
 Coated & non-coated paper
- Mail (with non-paper items removed; window envelopes & labels OK)
- Adding machine tape
- Accounting ledgers
- Pamphlets, brochures, advertising flyers, posters
- Booklets & magazines & catalogs (less than 1/2" thick)
- Carbonless multi-forms (i.e., NCR paper)
- Paper from legal, steno, note & message pads
- Post-It Sticky notes
- Fax & telex sheets, computer & copy paper
- File Folders - Manila or pastel
- Shredded paper in a secured, clear plastic bag
 (Note: this is the only time plastic bags should go in a recycling container
 Please put white paper in a separate bag if possible)
- Paperboard/chipboard (like cereal or stationery boxes)
 (Exception: no paperboard with metallic and wax coating)
- Phone books, Newspaper & brown bags
- Fiberboard (like paper egg cartons & some packing material)
- Milk & juice cartons
- #6 polystyrene (Styrofoam) food containers and packing blocks
 (Exception: no "peanuts")
- Corrugated cardboard (flatten & cut as needed to fit in container)
- Tabulating & time cards
- #1 & #2 plastic bottles & jugs with necks or screw-on lids
 (Exception: no tubs, pails with metal handles)
- Steel & tin cans (including non-aerosol cans)
- Aluminum cans & foil & foil baking pans
- Glass food & beverage containers
 Do not flatten cans, jugs or bottles, labels are ok

UNACCEPTABLE RECYCLABLE MATERIALS

- | | |
|--|---------------------------|
| Plastic bags | Window glass |
| Food waste | Ceramics, crystal |
| Styrofoam "peanuts" | Mirrors, Plastic chairs |
| Yard/Landscape debris | Glued binders, Blueprints |
| Wide-mouthed plastic containers (i.e. yogurt containers) | |
| Paper plates, Paper cups, Paper towels, Tissue paper | |

Hazardous items, Medical supplies, Electronics or Batteries, Green/food waste
(See Hazardous Materials on Page 2 for disposal options)

If you have any additional questions please call Saguaro Environmental Services
customer service (520) 745-8820

AMENDED AND RESTATED
BYLAWS
OF
SAN IGNACIO VISTAS, INC.

(Revised, May 12, 2011)

Amended and Restated April, 2002

Revised, February 6, 2006

Article III, Sections 5, 6, 8, 9 and new Section 10
Article IV, Section 1 and 3; new Sections 4, 5 and 6;
renumber old Sections 4 and 5
Article V, Sections 1 and 2
Article VI, Sections 3, 4 and 7
Article VII, Section 1
Article IX, Sections 3 and 4
Article XIV, Section 1

Revised, May 22, 2006

Article IV, Section 8 and Article VIII, Section 8

Revised, October 13, 2008

Article IX, Section 1, 3 and 4

Revised, September 14, 2009

Article V, Sections 1 and 2

Revised, May 12, 2011

Article III, Sections 11 and Article V, Section 2

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**AMENDED AND RESTATED BYLAWS
OF
SAN IGNACIO VISTAS, INC.**

Article I - Name and Location

The name of the corporation is SAN IGNACIO VISTAS, INC. ("Association"). The mailing address is P.O. Box 1150, Green Valley, AZ 85622-1150. Meetings of Members and directors may be held at such places within the State of Arizona, County of Pima, as designated by the board of directors (sometimes "Board").

Article II - Certain Definitions

Capitalized terms used, but not defined, in these bylaws have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of San Ignacio Vistas, as amended from time to time ("Declaration").

Article III - Meeting of Members

Section 1: Annual Meetings.

The annual meeting of Members will be held during the month of February of each year at a date, time and place chosen by the board of directors.

Section 2: Special Meetings.

Special meetings of Members may be called at any time by the president or by a majority of the board of directors or upon written request of 25% of the Members who are entitled to vote.

Section 3: Notice of Meetings.

Written notice of each meeting of Members will be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days and not more than 50 days before such meeting. The notice will be sent to each Member entitled to vote at the meeting at the last address appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. Such notice must specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting, including the general nature of any proposed amendment to the Declaration or bylaws, changes in assessments that require approval of Members and any proposal to remove a director or an officer. The failure of any Member to receive actual notice of a meeting of Members will not affect the validity of any action taken at that meeting.

Section 4: Record Date.

The board of directors must fix a date ("Record Date") not more than 50 days before the date of a meeting of Members, or other action requiring a determination of Members, as the date of determination of Members entitled to notice of and to vote at such meeting, or to exercise any rights in respect of any other lawful action. A determination of Members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting, unless the board of directors fixes a new date for determining the right to notice or the right to vote. The board of directors must fix a new Record Date if the meeting is adjourned to a date that is more than 50 days after the Record Date for determining Members entitled to notice of the original meeting.

Section 5: Quorum.

The presence at the meeting, in person or by absentee ballot, of 10% of the Members who are entitled to vote will constitute a quorum for any action except as otherwise provided in the Declaration, the articles of incorporation, these bylaws or the laws of the State of Arizona. If, however, a quorum is not present or represented at any meeting, the Members present at the meeting in person will have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present. At any meeting of the Association at which Members are entitled to vote, all such Members eligible to vote at such meeting are entitled to receive and shall receive a Written Ballot or Absentee Ballot to enable such Members to vote on the matters coming before any such meeting.

Section 6: Absentee Ballots.

An absentee ballot must set forth each proposed action, provide an opportunity to vote for or against each proposed action and specify the time by which it must be delivered to the Association in order to be counted, which may not be less than 10 business days after the date that the Association mails the absentee ballot. An absentee ballot may not be revoked, provided, however, that an absentee ballot will be automatically revoked when a Member conveys his/her Lot.

Section 7: Voting.

Voting rights will be as set forth in the Declaration.

Section 8: Majority Vote Required.

The Members will take action by the affirmative vote of the majority of Members present, in person or by absentee ballot, at a duly held meeting, except where a larger proportion or number is required by the Declaration, the articles of incorporation, these bylaws or the laws of the State of Arizona.

Section 9: Action by Written Ballot.

Any action that may be taken at any meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting of Members and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of directors and specify the time by which a ballot must be delivered to the Association in order to be counted, which time may not be less than 10 business days after the date that the Association mails the ballot. A written ballot may not be revoked; provided, however, that a written ballot will be automatically revoked when a Member conveys his/her Lot.

Section 10: Absentee and Written Ballots.

Neither an absentee ballot nor a written ballot may authorize another person to cast the vote for a Member. Absentee and written ballots are valid only for one specified election or meeting and automatically expire after such election or meeting. -

Section 11: No Balloting or Vote in Uncontested Elections.

If after the nominating committee will select a slate of nominees to be presented to the Members as candidates for election to the Board pursuant to Article V, Section 1, below, the number of nominees is less than or equal to the number of open director positions to be filled, at the option of the Board, there shall be no balloting or vote

conducted or held for the election of such nominees, and in such event, the nominees shall be deemed to have been elected as directors by acclamation or unanimous consent of the Members.

Article IV - Board of Directors: Selection, Removal, Term of Office

Section 1: Number.

The business of the Association will be managed by a Board of five directors who must be Members of the Association.

Section 2: Term of Office.

Directors will be elected for a term of two years. Two directors will be elected in even numbered years and three directors will be elected in odd numbered years.

Section 3: Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association who are in attendance at any meeting of the Association duly held for that purpose. The vote may be in person or by absentee ballot. Any Member proposing the removal of a director must submit a petition to the secretary which has been signed by the Owners of at least 25% of the Lots. The Board must hold a special meeting of Members within 30 days after receiving a valid petition. The presence at the meeting, in person or by absentee ballot, of 20% of the Members who are entitled to vote will constitute a quorum for any such meeting. Any director whose removal has been proposed will be given notice of the petition calling for his/her removal and will be given the opportunity to submit a written response to the petition, to be mailed to the Members by the secretary with the notice of the meeting. At the meeting, the director whose removal has been proposed will be entitled to address the Members prior to the vote on removal. In the event of removal of a director, his/her successor will be selected by the vote of the Members at the meeting and such successor will be elected to fill the unexpired term of the director who was removed.

Section 4: Certain Documents.

The Board must retain all documents related to the removal process for at least one year after the date of the special meeting, and must permit any Member or his/her designated representative to inspect the documents in accordance with existing law.

Section 5: Limitation on Removal Proceedings.

Members cannot petition to remove the same director more than once during his/her term of office.

Section 6: Attorneys' Fees.

If a civil suit is filed resulting from, pertaining to or arising out of any proceeding for the removal or attempted removal of a director, the prevailing party will be awarded its reasonable attorneys' fees, litigation expenses, costs or other expenses incurred in connection therewith.

Section 7: Successor.

In the event of the death or resignation of a director, a successor will be elected by the majority vote of the directors then in office, even though less than a quorum, and such successor will serve for the unexpired term of the predecessor.

Section 8: Compensation.

No director will receive compensation for any service rendered to the Association as a director. However, any director will be reimbursed for actual expenses reasonably incurred in the performance of his/her duties as a director.

Article V - Nomination and Election of Directors

Section 1: Nomination.

The nominating committee will select a slate of nominees to be presented to the Members as candidates for election to the Board. The nominating committee will consist of a chairperson, who must be a director, and two or more Members of the Association. All nominees must be Members in good standing of the Association (current with any dues, assessments or penalties and clear of any violations). No lot may be represented by more than one nominee and/or Director. The nominating committee will make as many nominations for election to the Board as it may in its discretion determine, but not less than the number of vacancies that are to be filled.

In the event a nominee is not chosen by the nominating committee they may still run by petition using the form provided by the Association Secretary. Petition must be submitted to the Association Secretary at least 60 days in advance of the Annual Meeting and must bear the signature of members representing 20 lots. Upon verification of the petition, the nominating committee is obligated to place on its slate of nominees the Member put forward in said petition. The slate of nominees will be presented to the Members by mail at least 30 days in advance of the annual meeting.

Section 2: Election.

Subject to Article III, Section 11 above, election to the Board will be by a written ballot to be returned and received by the Association not less than 7 days prior to the annual meeting. The Members may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted. Ballots must be separate documents.

Article VI - Meetings of Directors

Section 1: Regular meetings.

Regular meetings of the Board will be held at a place, date and time chosen from time to time by the Board. The agenda will be established by the president in consultation with the Board. Subject to the preceding sentence, Members may request that an item be placed on the agenda by submitting the item in writing to the secretary at least 25 days prior to the next regularly scheduled Board meeting.

Section 2: Special Meetings: Notice.

Special meetings of the Board will be held when called by the president, or by any two directors, after not less than three days notice to each director. Notice of special meetings may be given by mail, any electronic means, including e-mail and fax, by telephone or in person. Notice may be waived at any time by the persons entitled to such notice.

Section 3: Open Meetings: Exceptions.

All meetings of the Board will be open to all Members, and all Members so desiring will be permitted to attend and listen to the deliberations and proceedings; provided, however, that for regular and special meetings of the Board, Members who are not

Board *members may not participate in any deliberation or discussion unless so authorized by a vote of the Board. Notwithstanding the foregoing, any portion of a meeting may be closed if the closed portion of the meeting is limited to consideration of one or more of the following: (i) employment or personnel matters for employees of the Association; (ii) legal advice from an attorney for the Board or the Association; (iii) pending or contemplated litigation; or (iv) pending or contemplated matters relating to the enforcement of the Association's Declaration, Rules or other documents.

Section 4: Notice to Members.

Notice to Members of meetings of the Board will be given at least five (5) business days prior to regular meetings and at least 48 hours prior to special meetings by newsletter, conspicuous posting or any other reasonable means as determined by the Board, which may include the publication of the time and place of the meeting in the Green Valley News or any Green Valley Recreation publication.

Section 5: Quorum: Action of Directors.

A majority of the number of directors will constitute a quorum for the transaction of business. Every act or decision taken or made by a majority of the quorum will be regarded as an act of the Board, except where the affirmative vote of a larger or smaller proportion or number is required or permitted by the Declaration, articles of incorporation, these bylaws or the laws of the State of Arizona.

Section 6: Action Taken Without a Meeting.

The directors may take any action without a meeting that they could take at a meeting by obtaining the written approval of all of the directors. Any action so taken will have the same effect as though taken at a meeting of the directors. Any such action in lieu of a meeting will be duly recorded in the minutes of the next meeting of the directors.

Section 7: Electronic Communications.

The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means will be deemed to be present in person at the meeting.

Article VII - Powers and Duties of the Board of Directors

Section 1: Powers.

The Board will have the power to:

- A. Adopt and publish rules and regulations ("Rules") governing the use of the Common Areas and all other areas for which the Association is responsible and the activities of Members and their guests thereon and to establish penalties for the violation of the Declaration and/or Rules;
- B. Suspend the voting rights of a Member during any period such Member is in default in the payment of any assessment, fine or penalty levied by the Association;
- C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association, and not reserved to the Members by other provisions of these bylaws, the articles of incorporation or the Declaration;
- D. Declare the office of a director to be vacant in the event such director is absent from four consecutive meetings of the Board; and
- E. Employ a manager, independent contractors or such other employees as deemed necessary, and to prescribe their duties, except that an attorney or other

representative may not be hired to bring an action on behalf of the Association (excluding any action to enforce any provision of the Declaration, bylaws or Rules, or to collect any assessment, fine or penalty imposed on a Member by the Board) against any person or organization in any court or administrative hearing or before any governmental body, unless at a meeting of the Members said action is approved by more than 50% of all the Members of the Association entitled to vote.

Section 2: Duties.

It will be the duty of the Board to:

- A. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- B. Establish an annual budget;
- C. As more fully provided in the Declaration, to
 - 1) establish the amount of the annual assessment due from each Owner and secured by each Lot;
 - 2) send written notice to every Owner; and
 - 3) foreclose the lien against any property for which any assessment, fine or penalty is not paid within 15 days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- D. Issue, or to cause an appropriate officer to issue, upon demand by any person legally entitled to the information, a certificate setting forth whether or not any assessment, fine or penalty has been paid. A reasonable charge may be made by the Board for the issuance of these certificates.
- E. Procure and maintain liability and hazard insurance on property owned or maintained by the Association;
- F. Obtain fidelity insurance on those officers or employees who have access to the funds of the Association as it may deem appropriate; and
- G. Cause the Common Area and all other areas for which the Association is responsible to be maintained.

Article VIII - Officers and their Duties

Section 1: Enumeration of Offices.

The officers of the Association will be a president, one or more vice presidents, a secretary and a treasurer, and such other officers as the Board may from time to time establish by resolution.

Section 2: Election of Officers.

The election of officers will take place at the first meeting of the Board following each annual meeting of the Members.

Section 3: Term.

The officers of the Association will be elected annually by the Board, and each will hold office for one (1) year, unless he/she resigns prior to the expiration of his/her term, is removed or otherwise becomes disqualified to serve.

Section 4: Special Appointments.

The Board may appoint such other officers as the affairs of the Association may require, each of whom will hold office for such period (not to exceed one year), have such authority and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal.

The Board may remove any officer, with or without cause. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation will take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 6: Vacancies.

A vacancy in any office may be filled by the Board. Any officer elected to fill a vacancy will serve for the remainder of the term of the officer he/she replaces.

Section 7: Multiple Offices.

Any number of offices (except the offices of president and any vice president) may be held by the same person.

Section 8: Compensation.

No officer will receive compensation for any services rendered to the Association except that the Board may, in its discretion, compensate an officer who serves as the secretary (beyond the mere recording of minutes of meetings of the Board and Members) in such amounts and at such times as the Board may from time to time determine. However, any officer will be reimbursed for actual expenses reasonably incurred in the performance of his/her duties as an officer.

Section 9: Duties:

A. President

The president will be the chief executive officer of the Association responsible for the general day-to-day management of the business and affairs of the Association. When present, the president will preside at all meetings of the Board, will see that the orders and resolutions of the Board are carried out, sign all leases, mortgages, deeds and other written instruments, cosign all checks and promissory notes and exercise and discharge such other duties as may be required by the Board. At each meeting of the Board, the president will advise the Board of all actions taken by him since the last meeting. The president must be a Member.

B Vice President

The vice president or first or senior vice president, if there be more than one vice president, will act in the place and stead of the president in the event of his or her absence or inability or refusal to act, and will exercise and discharge such other duties as may be required by the Board. All vice presidents must be Members.

C. Secretary

The secretary will record the votes and keep the minutes of all meetings and proceedings of the Board or the Members, keep the corporate seal of the Association, and affix it on all papers requiring said seal, serve notice of meetings of the Board and of Members, keep appropriate current records showing the Members of the Association, together with their addresses, and will exercise and discharge such other duties as may be required by the Board.

D. Treasurer

The treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board; provided, however, that a resolution of the Board will not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer will also cosign all checks and promissory notes of the Association, prepare and submit financial statements to the Board, keep proper books of account and make them available for the annual audit

made at the completion of each fiscal year, prepare a recommended annual budget and statement of anticipated income and expenditures to be presented to the Board for its approval and exercise and discharge such other duties as may be required by the Board.

Article IX – Committees

Section 1: Standing Committees:

The standing committees of the Association will be:

- A. The Architectural Committee
- B. The Audit Committee
- C. The Financial Advisory Committee
- D. The Maintenance Committee
- E. The Nominating Committee

Unless otherwise provided herein, each committee will consist of a chair and two or more Members. The committees, except the Nominating Committee, will be appointed by the Board within 30 days after each annual meeting to serve until their successors are appointed. The Board may appoint such other committees as it deems desirable. A member of the Board will be appointed to serve as liaison between each committee, except the Audit Committee, and the Board. The Board may remove any committee member with or without cause.

Section 2: Architectural Committee.

The Architectural Committee will have such powers and duties as are set forth in the Declaration.

Section 3: Audit Committee.

The Audit Committee will be composed of at least three and a maximum of five Members of the Association. No member of the Board may serve on the Audit Committee. The duties of the Audit Committee will be to:

- A. Annually recommend to the Board a financial audit, review or compilation as required by applicable law by either a Certified Public Accountant, a public accountant who is not a licensed CPA or by the Internal Audit Committee of the Association;
- B. Present to the Board and at the Annual Meeting a Report on the findings of such audit, review or compilation;
- C. Present to the Board recommendations regarding matters, if any, coming to the attention of the Committee during the conduct of their internal audit.

The committee will exercise and discharge such other duties as may be required by the Board and in all matters, the committee will report to and make its recommendations directly to the Board.

Section 4: Financial Advisory Committee.

The Financial Advisory Committee will be composed of the president, treasurer and such other Members of the Association as deemed appropriate by the Board. The Financial Advisory Committee will formulate and recommend the fiscal and investment policy of the Association. The committee will examine the annual updates of the Replacement Reserve Plan, the Operating Budget and the homeowner dues assessment and once satisfied recommend these to the Board. The committee will exercise and discharge such other duties as may be required by the Board and in all

matters, the committee will report to and make its recommendations directly to the Board.

Section 5: Maintenance Committee.

The Maintenance Committee will advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Areas and all other areas for which the Association is responsible and will exercise and discharge such other duties as may be required by the Board.

Section 6: Nominating Committee.

The Nominating Committee will have the duties and functions described in Article V of these bylaws.

Article X – Indemnification

Section 1: Scope of Indemnity.

The Association will indemnify its officers, directors and committee members to the fullest extent permitted by the Arizona Non-profit Corporation Act, as amended from time to time; provided, however, that no officer, director or committee member will be indemnified in connection with any action brought by him or her against the Association (whether by derivative action or by counterclaim) unless he/she has been successful on the merits after trial.

The right of indemnification hereinabove provided will not be exclusive of other rights to which any director, officer or committee member of the Association may otherwise be entitled by law.

Section 2: Insurance.

The Association, by action of the Board, will have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer or committee member of the Association against any such liability arising out of his/her status as such, whether or not the Association would have had the power to indemnify him/her against such liability under Article X.

Article XI - Books and Records

The books, records and papers of the Association will at all times, during reasonable business hours, be subject to inspection by any Member, to the extent provided for by Arizona law. The Declaration, the articles of incorporation and the bylaws of the Association, will be available for inspection by any Member by request to the secretary. Copies may be purchased at reasonable cost by request to the secretary.

Article XII – Assessments

As more fully provided in the Declaration each Member is obligated to pay assessments to the Association.

Article XIII - Corporate Seal

The Association will have a seal as is shown at the right of Article XIII.

Article XIV - Amendments: Conflicts

Section 1: These bylaws may be amended, repealed or new bylaws adopted at any duly held meeting of the Members. To be adopted by the Members, any such amendment, repeal, or new bylaws, must be approved by the affirmative vote of at least three-fourths (3/4ths) of the total votes of the Members entitled to vote, voting in person or by absentee ballot or a written ballot without a meeting of the members.

Section 2: To the extent permitted by law, these bylaws may be amended, repealed or new bylaws may be adopted at any duly held meeting of the Board.

Section 3: In the case of any conflict between the articles of incorporation and these bylaws, the articles will control; and in the case of any conflict between the Declaration and these bylaws, the Declaration will control.

Article XV – Miscellaneous

The fiscal year of the Association will begin on the first day of January and end on the last day of December of every year.

Article XVI - Parliamentary Authority

Robert's Rules of Order, as amended from time to time, will govern the Association in all cases to which they are applicable and when not inconsistent with these bylaws and any special rules of order adopted by the Association.

Approved by the Board at the meeting held on May 12, 2011.

By: s/s Joyce Bulau, President

s/s Marianne M. Bishop, Secretary

**SECOND AMENDED AND RESTATED
DECLARATION OF ESTABLISHMENT
OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
SAN IGNACIO VISTAS**

Dated:	January 24, 2006	Recorded in Docket 12729 Page 1878
Amended:	February 15, 2007	Recorded in Docket 13004 Page 4899
Amended:	February 24, 2010	Recorded in Docket 13759 Page 3347

- Amended in 1998 – Replaced original text in Section 18 in Article XIII with the text shown in this document.
- Amended in 1999 – Replaced original text in Section 2 of Article XII with the text shown in this document. Also replaced original text in Section 14 of Article XIII with the text as shown in this document.
- Amended and restated in 2006.
- Amended February 15, 2007 by instrument recorded in Docket 12729, Page 1878 as follows: Article 1, added Section 1:21 and 1:22, and renumbering Sections 1.23 thru 1.27. Article X, added Section 10.4
- Amended February 24, 2010 by instrument recorded in Docket 13759, Page 3347 as follows: Revised the following: Section 11.2, Section 11.5, Section 11.10 (A), Section 12.5, Section 12.9, Section 12.14, Section 12.17, Section 13.1, Section 13.4, Section 13.6, Section 13.8 and Section 13.9

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**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SAN IGNACIO VISTAS**

Whereas, an Amended and Restated Declaration of Covenants, Conditions and Restrictions of San Ignacio Vistas was recorded on September 6, 1995 at Docket 10122 at Pages 1387, *et. seq.*, and was amended on January 27, 1999 at Docket 10971 at Page 52; and

Whereas, Section 16.5 of such declaration provides that it may be amended with the approval of the Owners of at least 51% of the Lots; and becomes effective when signed by the president and secretary of San Ignacio Vistas, Inc., attesting that such amendment was approved by the requisite percentage of Owners and is recorded in the office of the Pima County Recorder; and

Whereas, the Owners of at least 51% of the Lots desire to amend the Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions of San Ignacio Vistas; and the Declarant has waived it's right to approve any amendments;

NOW, THEREFORE, all of the property described as Lots 1 through 228 and Common Areas A, B and C of San Ignacio Vistas, a subdivision of Pima County, Arizona, as shown on the plat recorded in Book 46 of Maps and Plats at Page 75, and as amended by the resubdivision plat entitled San Ignacio Vistas Resubdivision, Lots 101 through 113, and 224 through 228, recorded in Book 47 of Maps and Plats at Page 53 shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. These easements, covenants, restrictions and conditions run with title to any Lot within the Properties, bind all parties having or acquiring any right, title or interest in the Properties and inure to the benefit of each such Owner.

Except as hereinafter provided, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for San Ignacio Vistas, which was recorded in the office of the Pima County Recorder on September 6, 1995 at Docket 10122 at Pages 1387, *et. seq.* and any amendments thereto, including the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for San Ignacio Vistas recorded on January 27, 1999 at Docket 10971 at Page 52, together with any amendments recorded prior to the recordation of this Declaration (collectively the "1995 Declaration") are superseded in their entirety by this Declaration and will no longer be in effect as of the date of recording of this Declaration. Notwithstanding the foregoing, Article IV as set forth in this Declaration is not intended to amend and does not amend or in any way affect Article IV of the 1995 Declaration or the easements granted in said Article IV or the Plat, as it is intended that such easements continue in full force and effect as they existed prior to the recordation of this Declaration. Article IV herein is set forth as a convenience and is merely intended to clarify the meaning of Article IV in the 1995 Declaration in light of present circumstances, including the fact that the development of the Properties has been completed and that neither Declarant nor Fairfield Green Valley, Inc. has any continuing interest in the Properties. Therefore, in the event of a conflict or inconsistency between the provisions of Article IV herein and the provisions of Article IV in the 1995 Declaration, the provisions of Article IV in the 1995 Declaration will govern; provided, however, that in the event of a conflict or inconsistency between the provisions of Article IV in the 1995 Declaration and any other provision of this Declaration, including Section 3.1, the provisions of this Declaration will govern.

**ARTICLE I
CERTAIN DEFINITIONS**

The following terms used in this Declaration have the meanings hereinafter set forth:

Section 1.1: “Architectural Committee”

means the committee established by the Board pursuant to Section 11.1 of this Declaration.

Section 1.2: “Architectural Rules”

means the design standards, restrictions, review process, submittal requirements and construction rules adopted by the Board and enforced by the Architectural Committee and the Board, as amended from time to time.

Section 1.3: “Assessment Lien”

means an automatic lien against any Lot arising out of the non-payment of the Assessments.

Section 1.4: “Assessments”

means the Annual, Special and Reimbursement Assessments, together with any other sums which may become due to the Association by an Owner and includes late fees, interest, fines and penalties, attorney fees, collection costs, and any other costs.

Section 1.5: “Association”

means San Ignacio Vistas, Inc., its successors and assigns.

Section 1.6: “Board”

means the board of directors of the Association.

Section 1.7: “Bylaws”

means the bylaws of the Association, together with any amendments thereto. The bylaws set forth the operating procedures of the Association.

Section 1.8: “Common Areas”

means the real property designated on the Plat as Common Area A (Private Roads), Common Area B (Open Spaces and Drainage-ways) and Common Area C (Open Spaces) and any improvements constructed thereon.

Section 1.9: “Declarant”

means Lawyers Title of Arizona, an Arizona corporation, as Trustee under Trust 6486-T, and its successors and assigns.

Section 1.10: “Declaration”

means this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of San Ignacio Vistas, as amended from time to time.

Section 1.11: “Dwelling Unit”

means the residence, including patio walls, constructed on a Lot.

Section 1.12: “Governing Documents”

means this Declaration, the Articles of Incorporation of the Association, the bylaws, the Rules and the Architectural Rules.

Section 1.13: “Improvement”

means any change, alteration or addition to a Lot and includes, but is not limited to, the Dwelling Unit, outbuildings, patios, swimming pools, walls, paths, driveways, excavation, landscaping, fixtures, radio antennae, television antennae, satellite systems, fences, copings, awnings, sunshades, flagpoles, or any other Structure and the installation of any decorative item on the Lot or Dwelling Unit, including changing the color as originally installed or constructed.

Section 1.14: “Lot”

means the numbered plots of land shown on the Plat, including any Improvements.

Section 1.15: “Member”

means every Owner of a Lot.

Section 1.16: “Mortgage”

means any consensual encumbrance on a Lot, which is evidenced by an instrument recorded in Pima County, and includes mortgages, deeds of trust and contracts for sale. The term “Mortgage” includes a beneficiary under a Deed of Trust, and the term “First Mortgage” means the holder of any Mortgage or the beneficiary of any deed of trust under which the interest of any Owner in a Lot is encumbered and which has first and paramount priority over any other lien or encumbrance, except for liens for real estate taxes and other governmental assessments.

Section 1.17: “Owner”

means the record holder, whether one or more Persons, of fee simple title to any Lot, including a buyer under a contract for the conveyance of real property pursuant to A.R.S. Section 33-741, but excluding Persons holding an interest merely as security for the performance of an obligation, and excluding buyers under sales agreements or deposit receipt and agreements.

Section 1.18: “Person”

means a natural person, corporation, limited liability company, partnership, limited partnership, trust, estate, any governmental entity and any other entity heretofore or hereafter created or authorized.

Section 1.19: “Plat”

means the plat for San Ignacio Vistas recorded in Book 46 of Maps and Plats at Page 75, as amended by the resubdivision plat entitled San Ignacio Vistas Resubdivision, Lots 101 through 113 and 224 through 228, recorded in Book 47 of Maps and Plats at Page 53 in the office of the County Recorder of Pima County, Arizona.

Section 1.20: “Properties”

means Lots 1 through 228 and Common Areas A, B and C of San Ignacio_Vistas, a subdivision of Pima County, Arizona, as shown on the Plat. Properties does not include Block 1 shown on the Plat.

Section 1.21: “Refuse Removal Service Provider”

means a private, public or quasi-public utility or other company which provides, or proposes to provide, trash removal services to Lots pursuant to a “Refuse Removal Service Agreement”.

Section 1.22: “Refuse Removal Service Agreement”

means an agreement between the Association and a Bulk Provider pursuant to which the Bulk Provider would provide trash removal services to Lots.

Section 1.23: “Rules”

means those policies and procedures, other than the Architectural Rules, adopted by the Board, that interpret or supplement the provisions of this Declaration or which govern the conduct of Owners.

Section 1.24: “Single Family Residence”

means a Dwelling Unit in which a Single Family resides. “Single Family” means one person living alone or a group of two or more persons each related to the other by blood, marriage or legal adoption or not more than two persons who are not related but maintain a common household.

Section 1.25: “Structure”

means anything constructed, erected or placed on a Lot which is located on the ground or is attached to something located on the ground and which is Visible From Neighboring Property.

Section 1.26: “Total Voting Power”

means the total number of votes entitled to be cast. Those Owners whose right to vote have been suspended pursuant to Section 7.2 are not included in calculating the Total Voting Power.

Section 1.27: “Visible From Neighboring Property”

means, with respect to any given object, that the object is or would be visible to any Person standing at ground level on another Lot or any portion of the Common Areas.

**ARTICLE II
SCOPE OF DECLARATION**

This Declaration is intended to regulate and control the use of the Properties for the benefit of all Owners pursuant to the general plan of development set forth on the Plat and in the Governing Documents.

**ARTICLE III
COMMON AREAS**

Section 3.1: Ownership

Ownership of the Common Areas is vested in the Association. Common Areas are intended for use as public utility easements, drainage-ways, streets, sidewalks, mail box pads and open areas, and are for the common use and enjoyment of the Owners. However, notwithstanding the foregoing, no Owner shall enter upon any of the natural portions of the Common Areas, except (1) pursuant to the terms of a written agreement between the Owner and the Association or (2) to the extent necessary to clean up after an Owner's pets, and then at such Owner's own risk

Notwithstanding the foregoing, the Association may dedicate, transfer and convey any private streets and adjacent easement areas to Pima County, upon obtaining the prior written consent of the Owners of two-thirds (2/3) of the Lots and upon obtaining the acceptance thereof by Pima County. In addition, the Association has the right to dedicate or convey the area shown on the Plat as Common Area C to the Arizona Department of Transportation (ADOT) in exchange for title to other property owned by ADOT which the Board, in its discretion, determines to be of greater benefit to the Association than Common Area C. In the event of such an exchange, the property so acquired will be held by the Association as Common Area, subject to all the provisions of this Declaration relating to Common Areas.

Section 3.2: Conveyance of Owner's Rights

Any sale, lease or sublease of a Lot by its Owner, or transfer of such Lot by operation of law, will serve to transfer, convey, lease or sublease to the same extent all of said Owner's right to the Common Areas.

Section 3.3: Conveyance of Easements and Rights-of-Way

Notwithstanding any other provision in this Declaration (but subject to any use restrictions imposed by Pima County, including restrictions on the disturbance of areas shown on the Plat as “Natural Areas”), the Association has the right to grant and convey to any Person, easements or rights-of-way in, on, over, or under Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder roads,

streets, walks, pathways, driveways, temporary overhead or permanent underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, cable T.V., security and other purposes, sewers, storm drains, and pipes, drainage easements, water systems, water, heating and gas lines or pipes, any similar public or quasi-public improvements or facilities and for such other purposes as may be deemed proper by the Board.

Section 3.4: Entrance Features

No Owner may make any alteration or modification to improvements located at the entrance to the Properties on Camino Del Sol or Calle Tres, without first obtaining the prior written consent of the Association.

**ARTICLE IV
EASEMENTS, LICENSES AND ENCROACHMENTS**

Section 4.1: Easement for Encroachments

Each Lot and the Common Areas are and will continue to be subject to an easement for encroachments already created or that necessarily will be created by activities conducted and conditions existing upon the Properties, including construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as they stand, does and will continue to exist.

Section 4.2: Easement for Enjoyment

Subject to the limitations set forth in Section 3.1 and subject to any Rules, a blanket, nonexclusive easement does and will continue to exist upon, across, over and under all of the Common Areas for the use and enjoyment of all Owners and their tenants, guests, invitees and licensees, subject to reasonable regulations of the Association, and for ingress, egress, installation, replacement, operation, repair and maintenance of all utilities, including but not limited to, water, sewer, gas, telephone, electricity, television antennae system and any equipment or facilities for the installation of a cable communications system.

Section 4.3: Drainage Easement

A drainage easement does and will continue to exist upon, across, over and under each Lot for the benefit of all other Lots.

Section 4.4: Easements for Security and Cable Television Systems

Except as otherwise provided herein, a perpetual exclusive easement and right-of-way does and will continue to exist in favor of such Persons who are approved by the Association upon, across, over and under all Common Areas for the construction, maintenance, operation and repair of a cable television system or security system or both, and facilities appurtenant to either or both. However, no easement or right-of-way will exist that would be inconsistent with use restrictions imposed by Pima County, including restrictions on the disturbance of any areas shown on the Plat as "Natural Areas." Such approved Persons may excavate for, place, lay, construct, operate, use, maintain, repair, replace, reconstruct, enlarge, alter, improve, add to, relocate and remove at any time and from time to time, underground structures, equipment and materials, with required appurtenances, necessary for the operation of said cable television or security system. There exists and will continue to exist a right of ingress and egress from said easement by such route or routes in, upon, over and across the Properties or any portion or portions thereof as the Association or its assigns may determine, together with the right to clear and keep clear said easement and rights-of-way from any and all obstructions. Without limiting the generality of the foregoing, such entities will have the right to trim and cut trees, foliage, and roots upon and from within the above-described easement and rights-of-way whenever in its

judgment the same becomes necessary for the convenient and safe exercise of the right herein granted.

All cable television system equipment or security system equipment installed by any Person will remain, regardless of the manner in which the same are affixed to land, the personal property of such installing Person, and shall not become or be deemed to be a part of the realty.

Nothing herein contained will obligate the Association or any other Person to provide a cable television system or security system in the Properties. In the event that such cable television system or security system is built, the type and quality of the system will be within the absolute discretion of the constructing Person.

Section 4.5: Permissible Encroachments

Each Owner hereby acknowledges and agrees that Dwelling Units which have been constructed on the Lots by Fairfield Green Valley, Inc. may encroach upon the Common Areas or other Lots in the Properties. Such encroachments caused incidentally by Fairfield Green Valley, Inc. are permissible and each Owner, by acceptance of the Deed to his Lot, consents thereto and agrees that title to the land lying within such incidental encroachments, regardless of the platted lot line of the Lot upon which the Dwelling Unit has been constructed, was conveyed to the Owner of the Lot upon which the majority of the encroaching Dwelling Unit is built.

Section 4.6: Easement for Maintenance

The Owner of each Lot has and will continue to have an easement across adjacent Lots if necessary to maintain and repair - Structures and Improvements.

Section 4.7: Rear Yard and Front Yard Easements

Easements do and will continue to exist along the side boundaries of Lots 1 through 8, 89 through 140 and 224 through 228, for pedestrian use, maintenance of adjacent walls and structures, landscaping, sidewalks, drainage, utilities and for the general use and enjoyment of the respective Owner benefited by the easements as set forth herein. The easements are shown on the Plat, and the provisions hereof more specifically define the intended use and limitations of such easements. In each case, the Owner of a Lot having the benefit of an easement over an adjacent Lot may be referred to as the "benefited" Owner.

Diagrams 1 through 6 attached hereto show the general manner in which homes were intended to be built on the Lots and the approximate location of the necessary easements. The drawings show the easement configurations for the various combinations of adjoining floor plans.

The Plat has reserved the easements, though the actual construction of the original Dwelling Units has determined the precise limits of the easements as provided herein. Easement areas shown on the Plat which were not in fact used for the benefit of an adjacent Lot or Common Area, as determined by the actual construction of the original Dwelling Unit are deemed abandoned.

As seen from Diagrams 1 through 6 and the Plat, Lots 1 through 9, 89 through 140 and 224 through 228 may have an exclusive easement onto an adjacent Lot (or Common Area) for additional rear side-yard area ("Rear Yard Easements") and Lots 1 through 8, 89 through 140 and 224 through 228 may be burdened by such an easement in favor of an adjacent Lot. As shown on Diagrams 1 through 5 and the Plat, Lots 89 through 140 and 224 through 228 may also have an easement on the opposite side of the Lot for additional front side-yard area and for ingress and egress, walkways and such other uses as are not inconsistent therewith ("Front Yard Easements"), and may be burdened by such an easement in favor of an adjacent Lot.

Lots at the end of a row of Lots or adjacent to a Common Area may have Front or Rear Yard Easements onto the Common Area, and portions of the Lots may be burdened by easements in favor of a Common Area. Any easement onto a Lot benefiting a Common Area must remain unimproved and will be deemed a part of the Common Area for the use and enjoyment of all Owners.

Each Owner benefited by a Front Yard Easement or a Rear Yard Easement is solely responsible for all landscaping and maintenance related thereto and must keep the easement area in a clean, neat and well-landscaped condition.

No walkways, patios or other Improvements may be built upon the Front Yard Easements or Rear Yard Easements unless approved in writing by the Architectural Committee. The easement areas are intended to be free of all Improvements. The Architectural Committee may approve of limited structures (e.g., barbecues, benches) only if such structures are permitted by Pima County, comply with building and use setbacks and all Owners acknowledge that applicable building setbacks may require that the easement areas and additional land measured from the Lot lines (rather than from the easement boundary line) remain free of structures.

Any Owner wishing to modify the color, composition of building materials, location or structure of his wall lying immediately adjacent to a Rear Yard Easement benefiting or burdening such Owner's Lot, must first obtain Architectural Committee approval. No Owner, whether benefited or burdened by a Rear Yard Easement, may attach any equipment or fixtures to said walls, other than plants or vines which do not destroy the integrity of the wall or cause the wall to be unsightly or threaten its strength, durability or lasting life, nor will such Owner water his yard or plants to the extent that the foundation of adjacent walls will be undermined.

Each Owner, by acceptance of a deed, acknowledges the provisions of these covenants and further acknowledges that due to the placement of Dwelling Units on particular Lots, the shape and terrain of certain Lots, the configuration of streets, and other factors, the precise dividing line between the Front Yard Easements and Rear Yard Easements shown on Diagrams 1 through 5, and the precise boundary of the Rear Yard Easements shown on Diagram 6, may have fluctuated several or more feet in either direction. Regardless of such fluctuation, the easements intended thereby apply and will continue to apply to the fullest extent, and the precise location of Rear Yard Easements and Front Yard Easements have been determined by the final construction of the Dwelling Unit and will not, at any time, be altered without the consent of each adjacent Owner. Any incidental deviation in the location of the Front Yard Easements and Rear Yard Easements from the general locations shown on the attached Diagrams which were caused in the course of construction of the original Dwelling Unit are and will be deemed valid, and the Owner of the Dwelling Unit has and will have a permanent and valid easement of encroachment.

ARTICLE V THE ASSOCIATION

Section 5.1: Responsibilities of the Association

The Association is responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, management, operation and liability of the Common Areas and all landscaped areas established for the common benefit of the Owners, including sidewalks and for the payment of property taxes on the Common Areas. The Association has the right, but not the obligation, to enter upon and maintain other areas on the Lots. The Association is, to the extent applicable, responsible for:

- A. the maintenance of the common streets, drainage easements, pedestrian easements, roads, slope easements and sidewalks located within the Common Areas and Properties, and entry way features and landscaping leading into the Properties;
- B. the maintenance of the landscaped portions of the Common Areas and other areas maintained by the Association, including all areas between Common Areas, if any, and the rear patio walls of each Dwelling Unit, and the Association has and will have an easement for such maintenance;
- C. the operation, maintenance (including insurance) and, if necessary, the replacement, restoration or reconstruction of street signs, walls, fences, and other improvements constructed on the Common Areas;
- D. the payment of real estate taxes, assessments and other charges on those portions of the Common Areas owned by the Association;
- E. the insurance of all improvements which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Association deems appropriate;
- F. the hiring, firing, supervision and paying of employees and independent contractors, including, but not limited to workers, landscapers, attorneys, accountants, architects, contractors and other personnel to carry out the obligations set forth herein;
- G. the maintenance of such liability insurance as the Association deems necessary to protect the Members and the Board from liability for conditions existing and events occurring on or about the Common Areas, including, but not limited to, errors and omissions insurance for the Board, officers and volunteers of the Association;
- H. the maintenance of worker's compensation insurance for the employees, if any, of the Association;
- I. the purchase of all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;
- J. the enforcement of the provisions of this Declaration, including, but not limited to, the Use Restrictions provided for herein;
- K. the establishment and maintenance of such cash reserves as the Board in its sole discretion deems reasonably necessary for the maintenance and repair of those items for which the Association is responsible and for unforeseen contingencies;
- L. the payment for all utility services for Common Areas; and
- M. entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Common Areas and facilities located thereon.

Section 5.2: Views

All trees and other vegetation planted or existing on the Common Areas shall be kept trimmed by the Association to a height which will not materially interfere with views from neighboring building sites.

Section 5.3: Maintenance of Right of Way

The Association is responsible for all maintenance of landscaping and drainage facilities within a portion of the right-of-way of I-19, as required of the permittee under that certain Arizona Department of Transportation Permit No. 57922, dated September 16, 1994, which was assumed by the Association pursuant to that certain Assignment and Assumption

Agreement dated April, 1995, by and between the Association and Fairfield Green Valley, Inc.

Section 5.4: Governing Documents

The manner in which the Association carries out its responsibilities is controlled by the provisions of the Governing Documents and all applicable statutes and ordinances.

Section 5.5: Continuous Access

At no time shall the Association block, or close, or cause or allow to be blocked or closed, for an extended period of time or for any reason other than the making of repairs or improvements thereto or lying beneath the same, any private street, road or way within the Properties.

**ARTICLE VI
MEMBERSHIP**

Each Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

**ARTICLE VII
VOTING RIGHTS**

Section 7.1: Allocation of Votes

Except as provided in Section 7.2, there is one vote for each Lot owned. If a Lot is owned by more than one Person the co-Owners must agree among themselves upon the disposition of the vote allocated to that Lot, and if they cannot agree, the vote will be void.

Section 7.2: Suspension of Voting Rights

An Owner's right to vote, whether as a Member or an Owner, will be automatically suspended whenever the Owner becomes delinquent in the payment of any amount due the Association or when the Board has determined that the Owner is in violation of the Governing Documents and such suspension will be in effect so long as such delinquency or violation continues to exist.

**ARTICLE VIII
ASSESSMENTS**

Section 8.1: Power to Levy Assessments

The Association, through its Board, has the power to levy (1) annual assessments ("Annual Assessments"), (2) special assessments ("Special Assessments") and (3) reimbursement assessments ("Reimbursement Assessments"), determine the amount thereof and the dates upon which payment must be made and collect delinquent assessments by action at law or equity. Each Owner, by recordation of a deed to any Lot, whether or not it is stated in such deed, agrees to pay all Assessments to the Association.

The Assessments levied by the Association will be used exclusively for the benefit of the Owners, tenants, guests and invitees, for the improvement and maintenance of the Common Areas and for all purposes set forth in this Declaration, and for any purposes incidental thereto. The Annual Assessments may, at the Board's sole discretion, include an amount to be placed into a reserve fund for maintenance, repairs and replacement of Common Areas.

Except as otherwise provided by law, any and all Assessments levied against a Lot, together with interest from the date of delinquency until paid, and all costs of collection which may be paid or incurred by the Association in connection therewith, including

reasonable attorney fees, litigation expenses and collection costs constitute a continuing lien on the Lot. The Association's lien arises at the time the Assessment becomes due, and has priority over all liens and encumbrances except those recorded prior to the recordation of the Declaration of Covenants, Conditions and Restrictions recorded in Docket 9955 at Page 1527, a recorded First Mortgage on the Lot and liens for real estate taxes and other governmental assessments against the Lot.

Section 8.2: Annual Assessments

The Board in its sole and absolute discretion will determine the amount of the Annual Assessment. The Annual Assessment may be revised periodically based on actual operating costs of the Association. Annual Assessments are due on January 1st of each year.

Section 8.3: Special Assessments

In addition to the Annual Assessments, the Association may levy Special Assessments, subject to any statutory limitations (1) for the purpose of defraying, in whole or in part, to the extent any amount in a reserve fund is insufficient, the cost of any acquisition, construction, reconstruction, maintenance, repair or replacement of landscaping or improvements either in the Common Areas or on any Lot, if deemed appropriate in the sole discretion of the Board; (2) for the purpose of defraying any other expense incurred or to be incurred as provided in this Declaration; (3) to cover any deficiency in the operating account for the fiscal year. Special Assessments must be approved by a majority the Members present, in person or by proxy, at a duly held special or regular meeting of the Members, or by written ballot as provided in the bylaws.

Section 8.4: Reimbursement Assessments

The Association may levy a Reimbursement Assessment against any Owner (1) if a failure to comply with the Governing Documents requires an expenditure of money by the Association, including attorney fees, to bring the Owner or that Owner's Lot into compliance or is caused by the misconduct of any Owner, or (2) if the Board has imposed a fine or penalty against any Owner after notice of the violation and an opportunity for a hearing has been given to that Owner.

Section 8.5: Uniform Rate of Assessments

Annual Assessments and Special Assessments must be set at a uniform rate for all Lots.

**Section 8.6: Effect of Nonpayment of Assessments;
Remedies of Association**

Any Assessment is delinquent if not paid within 15 days after the due date. Interest on all delinquent Assessments will accrue at a rate determined from time to time by the Board and must be applied uniformly against all delinquent Owners. In addition to the interest accruing on the unpaid Assessments, the Board may impose a late fee on any payment which is not received within 15 days after its due date. The amount of such late fee will be equal to 10% of the amount due or \$15.00, whichever is greater.

The sale of a Lot encumbered by a lien for any delinquent Assessment does not relieve the Owner from the obligation to pay the Assessment which accrued during the time such Owner owned the Lot and all Owners will personally be jointly and severally liable for any such delinquent Assessment with any subsequent Owner.

The lien against any Lot may be foreclosed in the same manner as a Mortgage. The Association may, but is not required to, record a lien against the Lot, as recordation of this Declaration is perfection of any lien in favor of the Association.

Section 8.7: Application of Payments of Assessments.

Unless a Member directs otherwise, the Association must apply payments of Assessments in the following order:

- A. The original principal amount of any unpaid Annual, Special or Reimbursement Assessment;
- B. Unpaid charges for late payment of any such Assessments;
- C. Reasonable collection fees;
- D. Attorneys' fees and costs incurred with respect to collection of such unpaid Assessments; and
- E. Other unpaid fees, charges and monetary penalties, interest and late charges.

Section 8.8: No Waiver of Right to Foreclose

Merely because the Association obtains a personal judgment against an Owner for delinquent Assessments does not waive the Association's lien or any action to foreclose that lien.

Section 8.9: Owners Not Exempt

No Owner may avoid compliance with the Governing Documents, including the obligation to pay Assessments, through abandonment of the Lot, timing of the notice of any Assessment, the failure of the Association or Board to perform its obligations under this Declaration or for any other reason.

Section 8.10: Membership in Green Valley Recreation, Inc.; and Payment of Separate Additional Assessments

Green Valley Recreation, Inc. is a non-profit corporation organized under the laws of the State of Arizona and has been formed for the purpose of maintaining and providing social and recreational facilities and services in Green Valley. On November 8, 1978, Green Valley Recreation, Inc. recorded that certain Master Deed Restriction at Docket 5900 at Page 894, Pima County records, establishing a method to incorporate land within its jurisdictional area.

The Properties are a part of that area, and each purchaser of a Lot within the Properties, by the payment of the purchase price and acceptance of a deed, agrees for himself, his heirs, successors and assigns, to be bound by the rules and regulations thereof, to pay all membership dues assessed by Green Valley Recreation, Inc., and to comply with all provisions of the Articles of Incorporation and Bylaws of Green Valley Recreation, Inc. The Properties and each Lot subsequently purchased are made subject to said Master Deed Restriction. There is hereby created a lien with power of sale, encumbering each Lot to secure payment of the aforesaid membership dues and assessments, provided that no action shall be brought to foreclose such lien or proceed under the power of sale prior to the expiration of 30 days after a notice and claim of lien is mailed to the Owner of such Lot and a copy of the lien is recorded in the office of the Recorder of Pima County, Arizona.

Each Owner acknowledges the benefit to the Properties afforded by the existence of Green Valley Recreation, Inc., and the facilities it offers for the enhancement of the general plan of development.

Any lien claimed or recorded in favor of Green Valley Recreation, Inc. or its successors and assigns shall at all times be subordinate to the lien for unpaid Assessments created by these covenants and shall also, to the same extent as set forth herein with regard to the lien for unpaid Assessments, be subordinate to the lien of any First Mortgage. The provisions hereof dealing with Green Valley Recreation, Inc., and its assessments constitute covenants running with the land in the same fashion as all other covenants, conditions and restrictions of this Declaration. This Section may not be amended without the consent of Green Valley Recreation, Inc.

ARTICLE IX
INSURANCE OF COMMON AREAS

Section 9.1: Scope of Coverage

The Association will obtain policies of insurance and will maintain such insurance in force at all times:

- A. Liability insurance coverage for the Common Areas and all insurable facilities and improvements thereon to the extent such insurance is available at reasonable cost, in a minimum amount of \$1,000,000.00 insuring against liability for bodily injury and property damage resulting from the use of the Common Areas or the maintenance or operation thereof and any liability arising from a contract of employment between the Association and another Person;
- B. Fire and extended coverage, together with a standard “all risk” endorsement and, to the extent the same can be obtained, “agreed amount” and “inflation guard” endorsements, and any construction code endorsements required under law, which coverage will be in an amount determined by the Board, but in no event less than 100% of the current replacement value of Common Areas and facilities so that such insurance will adequately and properly insure all structures, equipment and improvements on the Common Areas;
- C. Fidelity insurance on those individuals who handle funds of the Association; and
- D. Directors and officers liability insurance.

The Association has the authority to negotiate with all insurance carriers and to adjust losses, make settlements and give releases to the insurance carriers. Each policy of insurance provided for under this Section will recite that the same may not be cancelled or benefits thereunder be altered without 10 days prior notice in writing to the Association.

Section 9.2: Repair and Replacement of Damaged Property and Destroyed Property

In the event of damage to or the destruction by fire or other casualty of an improvement in the Common Areas covered by the insurance policies obtained by the Board, the Board will, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good a condition as formerly existed; provided, however, if the proceeds of such insurance are insufficient to substantially restore or repair the damaged or destroyed facilities, the Board will call a meeting of the Members for the purpose of levying a Special Assessment as provided in Section 8.3 for the difference between the sum received as insurance proceeds and the reasonable cost of repair or replacement of the damaged or destroyed Common Area facilities. If the Members do not consent to the Assessment, no such Assessment will be made and the Board may determine to only partially restore or replace the damaged or destroyed facilities or to make some other use of the affected Common Areas.

Section 9.3: Payment of Deductible

If any Owner is responsible for any damage to the Common Areas for which insurance is available, that Owner will be liable to the Association for the payment of any deductible as a Reimbursement Assessment in addition to any liability such Owner may have to the insurance company under the laws of subrogation.

Section 9.4: Owner's Responsibilities

Each Owner is required to obtain casualty insurance on his Dwelling Unit and liability insurance on his Lot in such kind and amounts as solely determined by the Owner. The Association will not be required to replace or restore real or personal property located upon any Lot, and the insurance of Lots and Improvements thereon against any and all hazards will be the sole responsibility of the Owners thereof. In the event of damage to a Dwelling Unit, the Owner must repair or rebuild the Dwelling Unit to the same standards and specifications of the original Dwelling Unit, unless otherwise permitted in writing by the Architectural Committee.

**ARTICLE X
OWNER'S RESPONSIBILITIES**

Section 10.1: Scope of Responsibilities

Each Owner is solely responsible for all costs and expenses relating to the maintenance, repair, upkeep, taxation and assessment of his Lot and all Improvements thereon, including but not limited to, the payment of utility costs, property taxes, roof maintenance and repair, maintenance and repair of building exteriors and the exterior portions of other Improvements. Each Owner must keep all Improvements in a well-maintained condition and must repaint all outside surfaces as necessary, as determined by the Association. Each Owner is solely responsible for maintaining that Owner's landscaping and must keep the landscaping and yard areas in a neat, clean and well-maintained condition and free of weeds and debris. All exterior repairs must be made in conformance with the original architectural design and style of the Improvement being repaired.

Section 10.2: Conformity to Use Restrictions

Each Owner is responsible for assuring that any construction, alteration, modification or addition of any Improvement conforms to the Use Restrictions of Article XII, the Building and Other Architectural Restrictions of Article XIII and the Governing Documents. If an Owner fails or refuses to remove or repair any nonconforming Improvement, the Association may, in its sole discretion, remove or repair it and the cost of removal or repair will be a Reimbursement Assessment.

Section 10.3: Sewers

The sewer system located under the roadways within the Properties is owned by Pima County, Arizona. The sewer lines connecting the Dwelling Units to the main public sewer line under the roadways are private, and each Owner is responsible for maintaining the sewer line that services such Owner's Lot.

Section 10.4 Refuse Removal

Each Owner is solely responsible for the removal of refuse on a timely basis. In order to obtain refuse removal, including recycling services, at rates and under terms and conditions that might not be otherwise generally available to the Owners individually and in a manner that would minimize the wear and tear to the commonly owned streets and sidewalks of the Association, the Owners grant the Board the following authority:

A. Board Authority.

The Board, acting on behalf of the Association, shall have the right, power and authority to enter into a Refuse Removal Service Agreement with a Refuse Removal Service Provider for refuse removal, including recycling services, for such duration, at such rates and on such other terms and conditions as the Board deems appropriate;

B. Financial Responsibility.

All Owners are to be served pursuant to the Refuse Removal Service Agreement. The Refuse Removal Service Provider will separately bill each Owner in accordance with the terms of such Refuse Removal Service Agreement. Owners shall remit their payment directly to the Refuse Removal Service Provider. The Refuse Removal Service Provider may not pursue the Association and/or the Board for collection of any individual Owner's outstanding invoices;

C. Contractual Liability.

In accordance with this Declaration, each Owner agrees to pay all amounts properly charged to him or her by the Refuse Removal Service Provider as a contractual liability of such Owner pursuant to such Refuse Removal Service Agreement;

D. Discontinuance of Service.

The Refuse Removal Service Provider is entitled to invoice each Owner until such Owner has properly notified the Refuse Removal Service Provider to discontinue service to his or her Lot for a limited (vacation hold) or unlimited (opt out) period of time in accordance with the terms of such Refuse Removal Service Agreement;

E. Exclusive Service.

No Owner is permitted to engage any other Refuse Removal Service Provider. However, the foregoing sentence does not preclude an Owner from engaging a third party for the incidental removal of debris from landscaping or other occasional improvements or services to his or her Lot or Dwelling Unit or removing his or her own debris or refuse to the landfill; and

F. No Architectural Committee Jurisdiction.

The provisions of this Section 10.4 are not within the jurisdiction of the Architectural Committee and therefore the provisions of Article XI do not apply to this Section 10.4.

ARTICLE XI ARCHITECTURAL COMMITTEE

Section 11.1: Composition of Committee

The Board will appoint at least three Owners to an Architectural Committee that will act in accordance with this Article XI. Members of the Architectural Committee are not entitled to any compensation for services performed pursuant to this Article XI; provided however, that members of the Architectural Committee will be reimbursed by the Association for all actual expenses reasonably incurred in the performance of their duties

Section 11.2: Review by Committee

All architectural matters within the Properties, as determined by the Board from time to time, including Owner's Responsibilities under Article X and the Building and other

Architectural Restrictions set forth in Article XIII, and any Architectural Rules, are subject to the discretionary review of the Architectural Committee. The construction or addition of any Improvement, and all plans, specifications and plot plans are subject to the approval of the Architectural Committee. Certain alterations, repairs and replacements are also subject to the approval of the Architectural Committee while others may be initiated at the Owner's discretion in accordance with the published Rules of the Association.

Section 11.3: Procedures for Approval

Prior to the construction of any Improvement upon a Lot the Owner must obtain the written approval of the Architectural Committee which approval may be given in the sole discretion of the Architectural Committee. The Owner must submit to the Architectural Committee two complete sets of plans and specifications ("Plans") as provided in Section 11.5, for the proposed Improvement. Approval of the Plans will be evidenced by the written endorsement of the Architectural Committee on the Plans. One set of the endorsed Plans will be returned to the Owner prior to the beginning of any construction or alteration and one set of Plans will be retained by the Architectural Committee. No changes or deviations from the Plans, insofar as the exterior of the proposed Improvements are concerned, may be made without the written approval of the Architectural Committee. After construction or other alteration is completed, no further change, including any change in the exterior color, may be made without the written permission of the Architectural Committee.

**Section 11.4: Alterations and Modifications;
Discretion of Architectural Committee**

In reviewing Plans for any Improvement, the Architectural Committee will exercise its discretion in deciding whether or not an alteration or modification is in harmony with the overall scheme of the development. The Architectural Committee has the right to deny any proposed Improvement for purely aesthetic reasons if the Architectural Committee considers the proposed Improvement to be unattractive in relation to the overall scheme of development, or if the Committee considers the proposed Improvement to be a nuisance or a design which is not compatible with the other Lots, or if the Architectural Committee considers the proposed Improvement to be in contrast to or out of harmony with the style or colors of existing Improvements. The Architectural Committee also has the right to deny any proposed Improvement if the Architectural Committee determines that the proposed Improvement will materially interfere with another Owner's view. Prior to the approval or disapproval of any Plans, the Architectural Committee may, but is not obligated to, elicit the opinions of other Owners, including the neighbors of the Owner submitting the Plans for the proposed Improvement, as to the conformity and harmony of the proposed Plans with the overall scheme of development, and the effect that the proposed Improvement might have on the views of other Owners. After eliciting these opinions, the Architectural Committee may, but need not, take them into account in making a final decision to approve or disapprove the Plans.

Section 11.5: Minimum Criteria for Plans

All Plans must meet the following minimum criteria and such further criteria as the Board may from time to time promulgate:

- A. Plans for Improvements other than landscaping must include the following: a) a full description of the work to be performed, including the type of finish (stucco, brick, wood, etc.), exterior color and any other appropriate detail; b) an architectural drawing or equivalent with dimensions (height, width, length); c) location on the Lot; and d) name, address, and telephone number of the Owner.

- B. Except for removal of and like kind replacement of dead or dying vegetation, Plans for landscaping must include the following: a) a full description of the proposed landscaping changes; (b) the types of vegetation and locations of proposed additions; and (c) name, address, and telephone number of the Owner;
- C. The Plans must be in accordance with the provisions of the Governing Documents and may not involve material changes to the original Dwelling Unit, without specific written waiver of this subsection in the sole discretion of the Architectural Committee;
- D. The Plans must be in sufficient detail to permit the Architectural Committee to make its determination;
- E. The Plans must be complete and ready for submittal to obtain a building permit, if required, from Pima County or other governmental entity; and
- F. Plans must show that only first-class materials and workmanship will be used.

The Architectural Committee will review and must either approve or disapprove said Plans within 30 days from receipt. If no action is taken within 30 days, said Plans will be deemed disapproved by the Architectural Committee. The Owner may then take their application to the Board for an expedited hearing.

Section 11.6: Expiration of Approval

Commencement of any Improvement, the Plans for which have been approved, or deemed approved, by the Architectural Committee must occur within 6 months of the date of such approval, or the approval will expire and the Plans for such Improvement must be resubmitted to the Architectural Committee for its subsequent approval.

Section 11.7: Fees

The Association may charge a fee to each Owner applying for architectural approval. The fee is to reimburse the Association for any expenses actually incurred in the administration of the architectural request. If the Association determines that it is necessary to retain a consultant to assist it in the review of any Plans, it will notify the Owner of that requirement and the estimated cost thereof.

Section 11.8: No Responsibility for Defects

The Association, the Board and the Architectural Committee will not be responsible in any way for any defects in any Plans submitted in accordance with the foregoing, or for any structural defects in any Improvement erected according to such Plans.

Section 11.9: Conflict of Interest

If a member of the Architectural Committee desires to make any Improvement that requires Architectural Committee approval, that member must be excused from the review and discussion of the plans by the Architectural Committee and, if that would cause the Architectural Committee to consist of fewer than three members, a substitute member of the Architectural Committee must be appointed by the Board to the Architectural Committee to serve with the remaining members of the Committee, to approve or disapprove such Plans.

Section 11.10: Right to Appeal

- A. Any decision of the Architectural Committee to disapprove the Plans for any proposed Improvement may be appealed to the Board by the Owner whose proposed Improvement was disapproved, no later than 30 days after the date such Owner receives notice of the Architectural Committee's written decision. If no appeal to a decision of the Architectural Committee is made by the Owner within the time set forth above, the decision of the Architectural Committee will become final, binding and unappealable.

- B. The Board will promulgate written Rules setting forth the procedures for an appeal, which Rules may be amended from time to time.
- C. No construction may be commenced during the pendency of an appeal.

ARTICLE XII USE RESTRICTIONS

Section 12.1: Land Use and Building Type

The Dwelling Unit will only be used as a Single Family Residence. No pre-fabricated or mobile homes may be placed on any Lot.

Section 12.2: Business Activities

No trade or business may be conducted on any Lot. However, a Person may conduct a home business on the Lot so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (2) the business activity does not involve (i) any Person conducting such business who does not reside on the Lot or (ii) door-to-door solicitation of other Owners or their tenants and guests; (3) the existence or operation of the business does not increase that Lot's use of any part of the Common Areas over that which is standard for a Single Family Residence; (4) the existence or operation of the business does not require customers or delivery trucks to visit the Lot; and (5) the business activity does not constitute a nuisance or a hazardous or offensive use, or cause the Owner to violate any provision of the Governing Documents, or threaten the security or safety of others, as may be determined in the sole discretion of the Board. No room or rooms in any Dwelling Unit may be rented or leased, provided that nothing in this Section will prevent the renting or leasing of an entire Lot, together with its Improvements. However, no Lot may be rented for hotel or transient purposes, which will be construed to mean for a period of less than 30 days.

Section 12.3: Owner's Liability

All provisions of the Governing Documents apply to each Owner, and to the tenants, guests and contractors of an Owner. Each Owner will be responsible for any violation of the provisions of the Governing Documents, whether by such Owner, or by his tenants, guests and contractors. It will be a material default in any lease if a tenant violates any provision of the Governing Documents, entitling the Association to require the Owner to remove such Persons from the Lot.

Section 12.4: Mobile Homes, Etc.

No mobile, manufactured or prefabricated home is permitted on any Lot or anywhere else in the Properties. No temporary house, house trailer, motor home, or other like vehicle, tent, garage, camper, boat or outbuilding of any kind is permitted on any part of the Properties for use as living quarters on either a temporary or permanent basis.

Section 12.5: Rubbish

No Lot may be used in whole or part for the storage of unsightly materials, as defined in the published Rules of the Association, or of anything that will cause the Lot to appear in an unclean or untidy condition. No obnoxious or offensive activity may be carried on upon any Lot, nor may anything be done, placed or stored on any Lot which is an annoyance or nuisance to the neighborhood or occasion any noise or odor that disturbs the peace, quiet, comfort or serenity of the occupants of surrounding Lots. All equipment for the storage or disposal of garbage or other waste must be kept in a clean and sanitary condition. No container may be Visible From Neighboring Property except when the garbage and recycling containers are set out for collection purposes, and then only for the times and places established for those purposes in the published Rules of the Association.

Section 12.6: Dividing and Combining Lots

No Lot may be divided into two or more Lots. Lots may be combined with portions of an adjoining Lot or Lots, provided that no additional Lot is created.

Section 12.7: Noise

No Owner may engage in any activity or permit any activity to occur on the Properties that results in unusual, loud or obtrusive sound.

Section 12.8: Shrubs, Trees, Grasses; Etc.

Shrubs, trees or any other items cannot be located on any Lot or Common Area which is a hazard to pedestrians or traffic.

Section 12.9: Vehicle Parking and Storage

All Owners and guests and invitees shall park any and all motorized or non-motorized vehicles in off-road parking spaces. Off-road parking spaces shall include the paved driveways in each Lot and designated guest parking spaces as set forth in the Plat but shall not include other Common Areas not so designated.

Notwithstanding the above provision, Owners and their guests and invitees may park vehicles on the street in front of a Lot (but not on the curb or sidewalk). Overnight parking on the streets is prohibited except for certain recreational and commercial vehicles and then only for the intervals established for those purposes in the published Rules of the Association.

Parking and/or storing of recreational vehicles (RVs), as defined in the published Rules of the Association is prohibited on all portions of the Properties except in the confines of a standard-sized garage or as follows: RVs may be parked on the parking area of an Owner's Lot provided they do not overhang the sidewalk or in a designated guest parking area provided they do not protrude into the street for a period not to exceed 72 hours, continuous or not, in any seven-day period and not to exceed 144 hours, continuous or not, in any thirty-day period.

RVs may be parked in the street in front of an Owner's Lot provided they do not obstruct access to a neighboring driveway for up to 48 hours, continuous or not, in any seven-day period for the purpose of loading or unloading personal belongings. Any parking in the street also counts against the time allotted for parking elsewhere in San Ignacio Vistas.

To enhance public safety, the RV shall be properly marked with reflectorized safety triangles, traffic cones or similar devices. Slide outs may be temporarily extended during daylight hours only and must have a noticeable safety flag attached where it can be easily seen.

If the Owner or their guests, who may be driving or pulling one of these RVs, is to park in the driveways, streets or designated guest parking areas in San Ignacio Vistas beyond the time frames specified in Section 12.9, the express written permission of the Association is required.

The use and/or occupancy of a vehicle or recreational vehicle, (including, but not limited to, a motorhome, van, camper, trailer, or boat) as living quarters on either a temporary or permanent basis is strictly prohibited on any portion of the Properties.

For purposes of this Section, the term "recreational vehicle" shall not include (1) pick-up trucks with no more than a 3/4 ton capacity with camper shells attached that are no more than seven feet in height as measured from ground level, or (2) mini-motor homes that are no more than seven feet in height and no more than eighteen feet in length, so long as

said pick-up or mini-motor home is used on a regular and recurring basis for regular transportation and is parked in accordance with the provisions of this Section applicable to vehicles in general.

Signs advertising the Sale of an automobile or other vehicle cannot be placed on or near the parked vehicle except when the vehicle is parked in the Garage or Driveway of the Owner. Designated Guest Parking Areas are for short-term and overnight parking and may be further limited within the published Rules of the Association. Owners are responsible for the correct parking of their guests' vehicles.

This Section does not apply to commercial vehicles owned by any Person who is not (1) an Owner of a Lot or (2) a spouse, tenant or guest of an Owner.

Section 12.10: Inoperable Vehicles and Commercial Vehicles

No inoperable, junk or wrecked vehicle may be located on any Lot or Common Area. No commercial or construction vehicle may be located on any Lot or Common Area unless the Association grants permission to the Owner, in writing, and for a limited period of time. This prohibition does not apply to vans or pickup trucks without commercial insignia that are used as that Owner's Regular Means of Transportation.

Section 12.11: Drainage-Ways

No structure, planting or other material, except as installed by Declarant, may be placed or permitted to remain within any drainage-way which may change the direction of flow or which may obstruct or retard the flow of water.

Section 12.12: Common Area Vegetation; Dumping

Without the written approval of the Association, no Owner may remove, trim, water or disturb trees or other vegetation in any Common Area. Owners may not plant any seeds or vegetation in any Common Area. Owners may not discharge paint, chemicals, landscape materials, trimmings, clippings or other materials onto streets, sidewalks or other Common Areas.

Section 12.13: Antennas and Exterior Additions

No television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication may be erected, constructed, placed or permitted to remain on any Lot or upon any Improvements therein; provided, however, that this prohibition does not apply to those antennae specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time ("Act").

Within the parameters of the Act, the Association is empowered to adopt rules governing the types of antennae that are permissible, and to establish reasonable restrictions relating to location and safety of antennae. To the extent that reception of an acceptable signal would not be impaired in any manner, an antenna that is permitted pursuant to the Governing Documents or under the Act may only be installed in a side or rear yard location, must not be Visible From Neighboring Property (when reasonably feasible) but should be integrated with the Dwelling Unit and surrounding landscaping to limit its visibility. Antennae must be installed in compliance with all applicable laws and regulations.

Section 12.14: Signs

Billboards or advertising signs of any character are not permitted on any Lot except as provided under state law or in the published Rules of the Association.

Section 12.15: Derricks, Tanks, Heating and Cooling

- A. No Structure designed for use in drilling for water, oil or natural gas may be erected, placed or permitted upon any part of the Properties, and no water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances may be produced or extracted therefrom.
- B. No elevated tanks of any kind may be erected, placed or permitted upon any part of the Properties, and any tanks used in connection with any Dwelling Unit, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled-in so that they are not visible from neighboring property.

Section 12.16: Clotheslines

Clotheslines must be of a retractable type and must not be visible from neighboring property.

Section 12.17: Animals

Only household pets are permitted. Household pets include, but are not limited to cats, dogs, small indoor birds and fish. Household pets do not include, without limitation, such animals as pigs, rabbits or snakes. No animal may be bred or raised for commercial purposes. Household pets must be kept within the Dwelling Unit or, when the Owner is present, within the Owner's walled yard. Pet owners shall be responsible for their pets and once off their property the pet must be kept on a leash or in an appropriate carrier. Pet owners are also responsible for the clean-up and proper disposal of pet waste deposited in all common areas, including the streets or sidewalks or on any Lot including that of the Owner. Any other restrictions on the keeping of household pets will be found in the published Rules of the Association.

Section 12.18: Compliance with Governmental Requirements

The Association and the Owners must comply with all applicable governmental statutes, ordinances and regulations.

Section 12.19: Inspection

After prior written notice to the Owner and during reasonable hours, any member of the Board, or any authorized representative of the Association, has the right to enter upon and inspect any Lot (not including the interior of any Dwelling Unit) for the purpose of ascertaining whether or not the provisions of the Governing Documents have been or are being complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

Section 12.20: Continuous Access

No Owner at any time may block, close or cause or allow to be blocked or closed any street within the Properties without the approval of the Board.

ARTICLE XIII

BUILDING AND OTHER ARCHITECTURAL RESTRICTIONS

Section 13.1: Fences, Walls and Hedges

No fence, wall or hedge may exceed six feet in height. Any plant(s) used to form a hedge will be subject to the same setback requirements applied to a fence or wall. Bare concrete or masonry walls and chain link fences are prohibited. Any additional restrictions will be found in the published Rules of the Association.

Section 13.2: Screening

Mechanical and electrical equipment on a Lot must be reasonably concealed. Included within this restriction are air conditioning, evaporative coolers and pool pumps or heating equipment.

Section 13.3: Materials

Patio walls and other additions and modifications must be constructed of the same materials used in the construction of the Dwelling Unit, unless waived in writing by the Architectural Committee.

Section 13.4: Lights

All exterior lights must be located and maintained so as not to be directed toward or interfere with surrounding Lots or Common Areas, including streets, or be directed toward the sky. Only white or yellow lights are permitted except for holiday lights as provided in the published Rules of the Association.

Section 13.5: Temporary Occupancy, Storage of Building Materials

No Dwelling Unit may be occupied at anytime prior to its completion. During the actual construction or alteration of any Dwelling Unit on any Lot, necessary temporary buildings for storage of materials and equipment may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any building on any part of the Properties must be prosecuted diligently from the commencement thereof until the completion thereof. No building or landscaping materials may be stored on the Common Areas, including sidewalks or streets.

Section 13.6: Other Buildings

No detached garage or other detached structure may be constructed on any Lot. This Section does not prevent the incorporation and construction of a garage as part of a Dwelling Unit.

Section 13.7: Relocation of Buildings

No building of any nature may be constructed or removed from within or without the Properties to any Lot within the Properties without the consent of the Architectural Committee, and in the event a building is placed on any Lot, the building must comply in all respects with each and every provision of this Declaration relating thereto.

Section 13.8: Landscaping Restrictions

Bermuda grass, except a variety recognized to be pollen free, may not be grown on any Lot. Trees and other vegetation must be maintained and pruned so as to have a neat, well-maintained appearance. Owners are responsible for damage to party walls, sidewalks and streets caused by their trees or other vegetation. Owners must arrange to have their yards maintained during their absence. The Architectural Committee may forbid the planting or propagation of certain plants, trees, shrubs and grasses or restrict the propagation of such plants, trees, shrubs and grasses to native or indigenous, low-allergenic or other arid species. Restrictions on the planting or propagation of certain plants, trees, shrubs and grasses shall be contained in the published Rules of the Association.

Section 13.9: Views

All trees and other vegetation planted in the Lot shall be kept trimmed to a height which will not measurably interfere with views from neighboring building sites. Any restrictions on trees and vegetation including their height shall be contained in the published Rules of the Association. There will be no restrictions placed upon the height of the Saguaro Cactus. All trees and other vegetation of eighteen feet or less in height as measured from the ground, unless otherwise restricted under Section 13.8, shall be permitted. Trees and other vegetation that might exceed eighteen feet in height including palm trees are permitted provided the trees and vegetation that exceed eighteen feet in height do not number more than three on any one Lot, are properly trimmed and the combined width, when trimmed, does not exceed fifteen feet at any point above eighteen feet in height.

ARTICLE XIV PARTY WALLS

Section 14.1: General Rules of Law to Apply

Each wall, whether a patio yard wall or bearing wall of a Dwelling Unit, which is built as part of the original construction of such Dwelling Unit and which is placed on or immediately adjacent to the dividing line between Lots, or on or immediately adjacent to a Rear Yard Easement or Front Yard Easement (including rear patio walls, but not including walls along rear property lines) constitutes a party wall, and, to the extent not inconsistent with the provisions of this Article XIV, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply. Each Owner acknowledges that some portions or all of the Properties may have been developed with Improvements having common lot lines and party walls. In many instances, this will be the case for both rear yards and common Dwelling Unit walls. Each Owner, consents to the placement of the walls of the Dwelling Unit on or immediately adjacent to the dividing lines between Lots or along the boundaries of the Rear Yard Easements and Front Yard Easements as set forth herein.

Section 14.2: Alterations to Party Walls

No Owner may alter a party wall without the written approval of the Architectural Committee. No Owner may take any action which may destroy the integrity of a party wall or cause an unsightly appearance or threaten its strength, durability or lasting life. Without limitation, no Owner may place any plants or shrubs close to a party wall if watering the plants will threaten the foundation of the party wall or cause the foundation to be undermined.

Section 14.3: Sharing of Repair and Maintenance

The cost of ordinary repair and maintenance of a party wall must be shared equally by the Owners of the Lots which are divided by the wall.

Section 14.4: Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it and is hereby granted a permanent access easement across adjoining Lot(s) for such restoration. The Owners of the Lots which are divided by the wall must share equally in the cost of such restoration.

Section 14.5: Damage to Walls

Notwithstanding any other provision of this Article XIV, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements, or causes damage to a wall by watering or through the planting or maintenance of vegetation, or otherwise, will bear the whole cost of repairing all damage resulting therefrom.

Section 14.6: Right to Contribution Runs With Land

The right of any Owner to contribution from any other Owner sharing a party wall under this Article XIV is appurtenant to and runs with the land.

Section 14.7: Arbitration

If any dispute arises concerning a party wall, or the provisions of this Article XIV, each party will choose one arbitrator and the two arbitrators must choose a third arbitrator, and the dispute will be decided by a majority of all the arbitrators in accordance with the provisions of A.R.S. Section 12-1501 *et seq.*

Section 14.8: Private Agreements

Private agreements between Owners may not modify the provisions of this Article XIV.

**ARTICLE XV
GENERAL PROVISIONS**

Section 15.1: Enforcement

- A. Each Owner has the right to enforce the Governing Documents by filing a lawsuit against any other Owner and the successful party will be entitled to an award of reasonable attorney fees, litigation expenses and costs incurred.
- B. The Association may enforce the Governing Documents in any manner provided for herein, or by filing a lawsuit, including, but not limited to:
 - 1) Imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the Owner ;
 - 2) Suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 15 days delinquent in paying any assessment or other charge owed to the Association;
 - 3) Exercising self-help or taking action to abate any violation of the Governing Documents;
 - 4) Requiring an Owner, at the Owner's expense, to remove any Improvement on the Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition. After Notice stating a time within which the Owner must perform, if the Owner fails to take action, the Board or its designee has the right to enter the Lot, remove the Improvement in violation and restore the Lot to substantially the same condition as previously existed and any such action will not be deemed a trespass;
 - 5) Without liability to the Association or Board, prohibiting any Person engaged by an Owner who fails to comply with the terms and provisions of the Governing Documents, from continuing or performing any further activities in the Properties;
 - 6) Towing vehicles which are parked in violation of the Governing Documents; and
 - 7) Filing a lawsuit to enjoin a violation of the Governing Documents, to compel compliance with the Governing Documents, to recover fines or money damages or to obtain such other relief to which the Association may be entitled.
- C. All rights and remedies of the Association under the Governing Documents or at law or in equity are cumulative, and the exercise of one right or remedy will not waive the Association's right to exercise another right or remedy.
- D. No delay or failure by the Association or any Owner in exercising any right under this Declaration or any of the other Governing Documents will operate as a waiver of such right or any other right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.
- E. No claim or cause of action will accrue against the Board, the Association or any Owner for their neglect or refusal to exercise such right of enforcement.

Section 15.2: Attorney Fees

In any action to enforce the provisions of the Governing Documents, including the collection of delinquent assessments, the successful party will have the right to recover any attorney fees, litigation expenses, costs or other expenses incurred as a result of any breach or alleged breach of any of the provisions of the Governing Documents. If the Association is the successful party, such charges will be deemed to be a Reimbursement Assessment and

may be recovered against the Owner personally or against the Lot. The right of the Association to recover such charges exists regardless of whether the Association files suit or is successful in compelling compliance without filing suit.

Section 15.3: Lien of Mortgages

No breach of the provisions, conditions, restrictions or covenants contained within this Declaration will defeat or render invalid the lien of any Mortgage made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Properties acquired by any person through foreclosure or by deed in lieu of foreclosure or any breach occurring after such acquisition.

Section 15.4: Trustee's Sale and Foreclosure

During the pendency of any trustee's sale or with respect to any proceeding to foreclose a First Mortgage, including any period of redemption, the First Mortgagee (or receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the Owner of the mortgaged Lot including, but not limited to, the right, if any, to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 15.5: Severability

Invalidation of any covenant, restriction, provision or term of this Declaration by judgment or court order will not affect any other covenant, restriction, provision or term hereof which will remain in full force and effect.

Section 15.6: Amendment

Except as otherwise provided herein, this Declaration may be amended at any time by the affirmative vote of a majority of the Total Voting Power. Any proposed amendment may also be approved by the affirmative vote of a majority of the Total Voting Power by a written mailed ballot as provided in and in accordance with the bylaws. If the Board proposes amendments to this Declaration, it must provide a copy of the amendment to all of the Owners with notice that the vote on the proposed amendment will be taken at a regular or special meeting of the Members called and held in accordance with the by-laws or, in the alternative that all Owners will be entitled to vote on the proposed amendment by submitting a written ballot to the Association. If the vote is by ballot, the ballot will be included with the notice of the proposed amendment.

Proposed amendments to the Declaration will also be submitted to the Owners for their approval provided that a resolution setting forth such proposed amendments signed by at least 75 Owners is submitted to the Board with a request that the proposed amendment either be provided to the Owners with a written ballot or that the proposed amendment be voted on at a regular or special meeting of the members called and held in accordance with the bylaws, except that the vote required to approve such proposed amendments will be the affirmative vote of a majority of the Total Voting Power.

Amendments will be evidenced by a document signed by the president and secretary of the Association attesting that the amendment was approved by the requisite number of votes. Amendments will become effective when recorded in the office of the Pima County Recorder.

Section 15.7: Indemnification

The Association will indemnify its officers, directors and committee members to the fullest extent permitted by the Arizona Non-profit Corporation Act, as amended from time to time; provided, however, that no officer, director or committee member will be indemnified in connection with any action brought by him against the Association (whether by derivative

action or counterclaim) unless he has been successful on the merits, after trial. The right of indemnification hereinafter provided will not be exclusive of other rights to which any director, officer or committee member may otherwise be entitled by law.

Section 15.8: No Liability

The Association, the members of any committee and the Association's directors and officers will not be liable to any Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval, disapproval, act, omission or error made in good faith (whether or not negligent) and which such director, officer or committee member reasonably believed to be within the scope of his duties.

Section 15.9: Change of Circumstances

No change of condition or circumstances within the Properties will, in any manner, operate to terminate or modify any of the provisions of this Declaration.

Section 15.10: Action by Association

Whenever, under the provisions of the Governing Documents, any right, power, privilege or authority of the Association is to be exercised or withheld, or any consent or approval by the Association is to be given or withheld, then, unless specifically set forth in the Governing Documents, such right, power, privilege or authority will be exercised or withheld, or such consent or approval will be given or withheld by the Board and not by the Members of the Association, and a decision of a majority of the Board present at a duly called and held directors' meeting will be the decision of the Association in regard thereto. This Section will not apply to architectural matters within the Properties that are subject to the review of the Architectural Committee as provided for or as permitted herein.

Section 15.11: Other Committees

The Board may establish such additional committees as it may from time to time determine to be necessary or desirable for the proper implementation of the provisions of this Declaration, which committees will have such names, composition, duties and procedures as the Board may from time to time determine.

Section 15.12: Age Restrictions

- A. The Lots described in this Declaration comply with the exemption provisions of the Fair Housing Act Amendments of 1988, Public Law 100-430, 42 U.S.C. § 3601, *et. seq.*, as further interpreted by Rules and Regulations of the Department of Housing and Urban Development promulgated January 23, 1989 at page 3290, which rules and regulations are incorporated herein by reference, and which laws and regulations have been adopted in substantial conformity by Arizona Revised Statutes § 41-1491.04 (the "Exemption"). The Exemption is based, generally, upon a standard that at least one occupant per household must be 55 years of age or older. Certain exceptions are made in the Fair Housing Act Amendments of 1988 for cases where at least eighty percent (80%) of the dwellings are so occupied.
- B. Accordingly, except as provided below, each Lot must be occupied by at least one person who is at least 55 years of age or older and these Properties will be deemed to be Housing for Older Persons as defined in the Fair Housing Amendments Act of 1988. All sales of the Lots are subject to the Housing for Older Persons requirements, and it will be a violation of the terms and provisions of this Declaration if any Lot is subsequently sold and is not occupied by at least one person 55 years of age or older. However, if an occupant who is 55 years of age or older dies and leaves the Lot to a surviving spouse or other companion who was residing with the decedent, then provided

such surviving spouse or other co-habitant is at least 45 years of age, and provided at least eighty percent (80%) of the Lots are occupied by at least one person 55 years of age or older, the Association may elect to allow the surviving spouse or co-habitant to remain the occupant of the Lot without violating this Declaration.

- C. This Declaration, as it pertains to age restrictions governing the Lots, may be amended by the affirmative vote of seventy-five percent (75%) of the Total Voting Power.
- D. No minor may reside on any Lot for more than three months during any 12 month period. Nothing in this Declaration will be construed to permit a minor to reside in any Dwelling Unit.
- E. These age restrictions apply to all occupants, whether Owners or tenants, and to all leases as well as sales.
- F. The Owners acknowledge that it is the responsibility of each Owner to comply with the age restrictions and to notify the Association, in writing, of the residents upon the sale or lease of any Lot. The Association has the right to verify the age of all occupants of a Lot in accordance with the requirements of the Fair Housing Act Amendments of 1988 and to periodically update those records.

Section 15.13: Binding Effect

By accepting a deed to or acquiring any ownership interest in any Lot, each Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Governing Documents and amendments thereof. In addition, each Owner acknowledges that this Declaration sets forth a general scheme for the development and use of the Properties.

Section 15.14: Captions

All captions and titles used in this Declaration are intended solely for convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.

Section 15.15: Term

The provisions of this Declaration run with the land and continue and will remain in full force and effect at all time and against all Persons.

Section 15.16: Conflicts in Governing Documents

In the event of any conflict between provisions of the Governing Documents, (1) the provisions of this Declaration supersede the Articles of Incorporation, the Bylaws, the Rules and the Architectural Rules; (2) the Articles of Incorporation supersede the Bylaws, the Rules and the Architectural Rules; and (3) the Bylaws supersede the Rules and Architectural Rules.

Section 15.17: Meaning of Pronouns; Singular and Plural Words

All pronouns used in this Declaration will be deemed to refer to the masculine or feminine gender, as the identity of the Person to whom reference is made may require. Words used in the singular include the plural and words used in the plural include the singular.

Dated: _____

San Ignacio Vistas, Inc.

By: _____
President

Attest: _____
Secretary

STATE OF ARIZONA }
 } ss
COUNTY OF PIMA }

The foregoing instrument was acknowledged before me this ____ day of _____, 2006 by Linda S Gregory and Marianne M. Bishop, respectively the President and Secretary of San Ignacio Vistas, Inc.

Notary Public

My Commission Expires:

7.13 Paint Guidelines for San Ignacio Vistas (BOOK FORMAT ONLY)*

The Paint Guidelines Book contains a page for each approved Stucco color and on each page there are color chips that for each trim color that is recommended as an approved combination for that Stucco color.

The Color Matrix as approved in November 2010 is printed on the reverse of this page.

The Paint Guidelines Book may be borrowed by contacting the Secretary.

If you not certain that your paint vendor has the proper recipe to match SIV colors it is recommended that you obtain color chips from the Secretary to take with you when having paint blended to ensure you obtain the right color.

7.14 Plant Guidelines for San Ignacio Vistas (BOOK FORMAT ONLY)*

- a) *Low Water Use Drought Tolerant Plant List*
by the Arizona Department of Water Resources
- b) *Invasive Non-Native Plants That Threaten Wildlands in Arizona*
by the Arizona Wildlands Invasive Plant Working Group.
- c) *Plants for Dry Climates, How to Select, Grow, and Enjoy*
by Mary Rose Duffield and Warren Jones

This book may be borrowed from the Secretary

In November, 2010 the Color Matrix was modified . The items marked "O" were removed from the chart. Any home painted using these combinations may repaint, but the matches are not recommended for any new applications.

SIV PAINT COLOR MATRIX												
STUCCO	T R I M* to be used with the 6 Stucco colors											
	SIV Arden Green	SIV Cold Stream	SIV Foxtail	SIV Loch Ness	SIV Honey Beige	SIV Mesa Tan	SIV Palm Springs	SIV Raven-wood	SIV Sedona Peach	SIV Spanish Brown	SIV Toffee Crunch	SIV Village Blue
SIV Foxtail	X			X	O		X		X			
SIV Honey Beige	X		X									X
SIV Mesa Tan	X	X	X	X				X	O	X	X	X
SIV Palm Springs	X	X	X	X		O		X	O	X	X	X
SIV Sedona Peach	O		X	O				X		O	X	O
SIV Toffee Crunch	O	O				X	X	X	X	O		O

- Notes:**
1. The first column lists the 6 SIV colors available for the "Stucco" (main body) of the house
 2. Use the matrix to determine which SIV colors can be used for "Trim" with each of the SIV Stucco colors.
 3. The definition of TRIM* is contained under General Information as well as in Section 4.31 of the Owners Handbook which gives more in depth paint guidelines.
 4. Paint chips can be borrowed from the Architectural Committee or Secretary.
 5. Southwestern Paint **Mexican Adobe color-code 2316** (or matching equivalent) to be used when matching **brick color** on utility boxes and anything affixed to brick walls or a tile roof.
 6. Brick on homes should be coated with a clear sealer at each repainting.
 7. All paints used should be low sheen or flat.

- Vendor Info:**
1. **Dunn Edwards Paint**, 327-6011, 4320 E. Speedway Blvd., Tucson.
 2. **Frazer Paint & Wallcovering**, 323-1075, 4741 E. Speedway Blvd., Tucson.
 3. **Southwestern Paint**, 795-0545, 5036 E. Broadway Blvd., Tucson.

- SIV Acct # 234607-000 for 20% discount.
 SIV Acct # 796581 for 15% discount
 Ask for Level 4 discount (\$4-\$5/gal)