

**SAN IGNACIO HEIGHTS HOMEOWNERS ASSOCIATION**

**Handbook of Rules & Regulations**

**Adopted by the Board of Directors on July 12, 2007**

## PREFACE

This handbook contains the Rules & Regulations governing members of the San Ignacio Heights Homeowners Association (Association) which have been approved by the Board of Directors (Board). The goal is to maintain your community as a first-class Association and provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of homeowners who exhibit a pride of ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Association runs with the property. Each owner of property within the community is bound by the governing documents of the Association, which include the Declaration of Conditions, Covenants and Restrictions (Declaration) (CC&Rs), By-laws, Articles of Incorporation and Arizona law. Owners who oppose a particular rule or regulation are asked to keep the following points in mind:

- 1) Living in an Association means one must adhere to certain rules and regulations due to the necessity for architectural conformity and the demands of the Declaration, which exist for the benefit of your community and help maintain property values.
- 2) You have the right to petition the Association to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority.
- 3) If you are found in violation and are fined, remember this action is taken because the majority of the owners in the Association consider it to be just and proper.
- 4) Effective Rules & Regulations require the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Association.

These Rules and Regulations do not supersede or change the CC&R's or By-laws in any manner, but they are equally enforceable under law. These rules are derived from the CC&R's and By-laws and are intended to reiterate and clarify the essence of the rules contained in those documents. The Board of Directors shall have the power and authority to adopt, amend or repeal administrative rules and regulations from time to time.

To the extent that the provisions of applicable Federal, State and Local law and the Declaration or the Rules and Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration, the By-laws and the Rules and Regulations, in that order.

According to the By-laws, the purpose of the Association is to "Adopt and publish rules and regulations governing the use of the Common Grounds and the personal conduct of the members and their guests on the Common Grounds." (Article VII, Section 7.01) Additionally it is the duty of the Board of Directors to "Develop guidelines and regulations for establishing fines or assessing penalties for violations of the Declaration." (Article VII, Section 7.0.2)

When you bought property and moved into the Association, you agreed to acknowledge that the Declaration, Bylaws, Policies, and Rules & Regulations of the Association constitute a contract between the Association and you. Non-compliance can lead to activation of the enforcement policy. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

## DEFINITIONS

The following definitions apply to these Rules and Regulations:

- ASSOCIATION:** San Ignacio Heights Homeowners Association, Inc. also known as SIH.
- BOARD:** The Board of Directors of the Association, elected in accordance with the By-laws and the Declaration.
- BY-LAWS:** By-laws contain regulations for the administration and management of the Association.
- COMMITTEES:** 1) *Architectural*: Reviews, approves or disapproves, modifications such as additions, remodeling, paint color, roof color, and all things that effect the structure of the property. 2) *Common Ground Maintenance/Residential Landscape Committee*: Works with professional maintenance personnel to maintain the Common Ground and with homeowners to assure appropriate maintenance of residential landscaping. 3) *Road Maintenance*: Performs periodic review of the roads; proposes a current schedule for maintenance and repairs; and proposes a long term schedule for maintenance and repair.
- COMMON AREA** Also known as Common Ground: All real property and improvements owned by the Association.
- DECLARATION:** Declaration of Conditions, Covenants and Restrictions of the San Ignacio Heights Homeowners Association. Also known as CC&R'S.
- GVR:** Green Valley Recreation, of which all owners in our Association are members.
- LOT:** Any of the separately numbered and individually described parcels of land within the Development as designated on the Plats, intended for single-family residential use or open space.
- MEMBER:** Refers to those persons entitled to membership and voting rights by virtue of owning property.
- OWNER:** The person or persons who are alone or collectively the record owner of a fee simple title to a lot as reflected by the records in the office of the County Recorder of Pima County, Arizona.
- PROPERTIES:** Means the Planned Unit Development known as San Ignacio Heights.
- RESIDENT:** A homeowner in residence, a tenant, their children and/or relatives in residence, and any other person who resides primarily with the permission of the homeowner.

## GENERAL PROVISIONS

All general provisions as provided in the CC&R's, Article II, A, 1-3, Grandfather Clause, are waived by the Board of Directors.

### ENFORCEMENT POLICY AND SCHEDULE OF FINES

- A. The following enforcement policy and schedule of fines have been established by the Board in order to enforce compliance with the CC&R's, By-laws, Arizona law, and Rules and Regulations as adopted.
- B. Whenever anyone wants to report a possible violation or non-compliance to the Rules and Regulations, the report must be in writing and signed and then given to the Board. The Board will not consider any complaint that is not submitted in writing and signed. The Board will act on the issue using the following procedure:
1. The Board shall investigate the written report and all the circumstances concerning it. If the Board determines that a violation exists, it will send a letter to the owner.
  2. **First notification of violation (non-compliance)** – A warning letter will be sent to the owner requesting that the violation be corrected within fourteen (14) days.
  3. **Second notification of violation (non-compliance)** – If the violation is not corrected after fourteen (14) days, a second letter will be sent to the homeowner outlining the schedule of fines with an invitation to meet with the Board to explain the reason for the violation within ten (10) days of the notification. After the owner meets with the Board, the owner will be notified in writing of its decision.
  4. **Third notification of violation (non-compliance):** A fine is imposed on the repeated violation. If the owner's response is unsatisfactory even after the imposition of a monetary penalty, the Board may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
  5. For severe violations, at the sole discretion of the Board, no warning letter will be sent and the owner will be requested to appear before the Board.

C. **Schedule of Fines**

First Offense (3<sup>rd</sup> warning letter)            \$50.00

Recurring Offense (same issue)            \$100.00

Infractions that continue will be subject to review and fine assessment by the Board each month for each continuing violation. The payment of any costs incurred by the Association to enforce regulations or collect fines will be the responsibility of the owner.

It is the sole responsibility of the owner to inform his/her tenant(s) and guests of all rules and regulations. The owner is responsible for any damages or violations caused by his/her tenants or guests.

## **BASIC RULES AND GUIDELINES**

A. **Animals:**

Two dogs and 2 cats may be kept, provided they are not bred or maintained for any commercial purpose, and do not create a nuisance for any other Owner. Animal owners are reminded that local laws require animals be secured by leash and that owners promptly collect all animal waste.

B. **Home Business:**

Home businesses may be conducted provided they are not dangerous, do not cause significant increase in traffic or parking, do not constitute a nuisance, and are not noxious or offensive by emissions of dust, odor, gas, smoke, fumes, or noise and further provided that such business is carried on within the exterior walls of the residence or garage. Business signs or separate business structures are not permitted.

C. **Renting and Leasing:**

A Lot may be rented or leased. Owners are required to furnish copies of the Declaration to renters and lessees. All occupants of an Owner's lot must abide by the Declaration and any failure to do so is the responsibility and obligation of the Owner.

D. **Signs:**

Advertising signs, For Sale signs and unsightly objects are strictly prohibited. Exceptions include: Security signs, Open House signs which must be removed at sundown, Garage/Patio sale signs which are in place no more than 48 hours, and political signs in accordance with Pima County ordinances.

E. **Vehicles:**

1. **Storage:**

Motorized or non-motorized vehicles, aircraft, motorcycles, trailers or boats shall not be stored on a Lot unless located entirely within the enclosed garage of the Owners. Motorized vehicles may not be used on the Common Area or in washes within or adjacent to the Properties.

2. **Parking:**

a. All houses in the Properties are designed to accommodate 2 adults and 2 vehicles (sometimes a golf cart). Many Lots have very short driveways. Throughout the Properties parking space is very limited. All Owners' vehicles, except trailers and/or motor homes, shall be parked in garages or, if necessary, in driveways, provided there is no sidewalk encroachment.

b. Parking is not permitted in drainage ways or in guests' off street parking spaces.

c. Guests and invitees shall park vehicles, except trailers or motor homes, on nearby off-street parking spaces where possible. If necessary, guests and invitees may park in the host Owner's driveway or on the street adjacent to the host Owner's Lot.

3. **Prohibited Uses:**

No vehicle, trailer, mobile home, manufactured housing unit, camper, motor home, recreational vehicle, tent, shack, segregated carport or garage, or structure of temporary

character shall be placed on residential lots, streets or common areas, except that trailers and motor homes may be parked temporarily as provided in the CC& R's.

4. **Trailers and Motor Homes:**

- a. Recreation vehicles: Lot owners may park their RV's in the neighborhood for up to three days (72 hours) in any seven day period and not more than 6 days (144 hours) in any thirty day period.
- b. RV's shall not be used as living quarters at any time while parked in the neighborhood.
- c. Guest RV's shall not be parked anywhere in the Properties for more than 6 hours.

5. **Vehicle Repairs:**

Vehicle repairs must occur entirely within the Owner's garage. Repairing a vehicle on any common area, driveway, street, or guest parking space is strictly prohibited. Dumping of waste materials from repairs on Common Ground is strictly prohibited.

### **LOT MAINTENANCE AND USAGE**

A. **Owners' Lots:**

1. Each Lot shall be maintained by the Owner in a neat and clean manner, to prevent damage to adjoining Lots or a Common Area, and prevent erosion and soil deposits on adjoining Lots or a Common Area.
2. Owners shall properly maintain, repair and paint the exterior of the home and walls. If the Owner fails to properly maintain, repair and paint after sixty (60) days notice, SIH may enter the Lot and remedy the deficiency. If the Owner fails to reimburse SIH for the expense, SIH shall add the expense to the annual assessment against the offending Lot and collect the assessment.
3. If an Owner perceives any form of view obstruction of the Catalina, Rincon, Santa Rita, or Tumacacori Mountains, San Cayetano Peak or views of the San Ignacio Golf Course caused by plant material on Common Areas, upon approval of the Common Ground Maintenance and Residential Landscape Committee and the Board, SIH shall remove or modify the offending plant.

B. **Damage or Destruction:**

If a structure is damaged or destroyed, the Owner must expeditiously repair or rebuild the structure. If the Owner fails to repair or rebuild, the Owner must remove the remaining portion of the damaged structure, and maintain the Lot in a clean and orderly condition.

C. **Lot Usage:**

1. **Rubbish:**

Lots shall not be used for storage of rubbish or anything unclean or untidy, including excessive vegetation growth.

2. **Noxious or Offensive Activity:**

Noxious or offensive activity is not permitted anywhere on the Properties.

3. **Trash Equipment:**  
Equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. All garbage or trash containers, except when set out for collection, shall be kept in a garage, out of view from any Lot or street.
4. **Flagpoles:**  
All flagpoles must be capable of removal by inserting and removing the pole from its socket, bracket or fitting. Flagpoles greater than 8 feet in length, but less than 20 feet in length must have the flag firmly affixed directly to the pole, or the hoisting mechanism must be contained within the flagpole. Flagpoles greater than 20 feet in length are not permitted.
5. **Sports Facilities:**  
Basketball backboards, golf backstops, and other sports facilities are prohibited.

D. **Outdoor Lighting:**

1. **House Number Light:**  
A 40-60 watt incandescent or equivalent light to illuminate the house number shall be installed on each Lot, maintained to burn continuously at night and operate by photoelectric switch.
2. **Other Lights:**  
All outside lighting shall be down-shielded only with no horizontal diffusion (i.e. no carriage style light). Up lighting allowed only under cover of a porch. Garden lighting is limited to low-voltage systems, 30 inches or less in height, with shielding from above. Seasonal or holiday lighting is permitted so long as the operation thereof does not interfere with the enjoyment of neighboring Lots.

**ARCHITECTURE, PLANTING AND SITE IMPROVEMENT REQUIREMENTS**

A. **General:**

1. **Uses:**  
All buildings shall be used for residential purposes only. Non-residential use is permitted only by SIH at the Ramada on Mariquita Street.
2. **Codes & Materials:**  
Residential buildings shall be of new construction and built in accordance with applicable building codes.

B. **Architectural Requirements:**

1. **Exterior Design:**  
New or rebuilt buildings and ancillary structures are governed by the Architectural Committee and the Board and shall be harmonious and compatible with the external design and color of the neighborhood.
2. **Height and Setback Restrictions:**  
The maximum height shall be no greater than 20 feet, as measured from the first floor entrance elevation to the uppermost ridgeline.

3. **Area Restrictions:**

All residences shall be one story with minimum living areas (excluding garages and roof-covered entrances and patios) as follows:

- a. Rebuilt homes shall be a square footage area of not less than the home originally built on the lot; and
- b. New homes shall have a living area of not less than 1,500 square feet.

4. **Garages:**

All garages in the Properties are designed to accommodate 2 full size 4 wheel motor vehicles. Garages may not be modified in a manner which will prevent parking 2 full size 4 wheel motor vehicles therein. Except when necessary, garage doors shall be kept closed.

5. **Exterior Colors:**

Stucco, trim, window feature and roof coating colors shall be in accord with the latest version of San Ignacio Heights Home Owners - Approved Exterior Colors (Appendix A of the CC&R's). This document is on file in the SIH Ramada.

- a. Architectural Committee and Board approval is not required if an Owner uses colors listed in Approved Exterior Colors (Appendix A of the CC&R's) for his/her particular model.
- b. Architectural Committee and Board color approval is required for any pre-finished manufactured product, such as security doors. If approved, the color shall be added to Approved Exterior Colors.
- c. The following colors are waived and are not permissible for trim, garage door relief, gate, and/or metal fences: Sherwin-Williams SW #6171, Chatroom (green) and SW#6025, Socialite (purple).
- d. The inside of roof parapet walls shall be painted with an elastomeric coating, with no reflective quality, in Approved Exterior Colors.

6. **Permit Applications:**

Permit applications shall be accompanied by plans and specifications sufficiently explicit to enable the Architectural Committee and the Board to determine exactly what is requested and to document what is approved or denied.

C. **Planting & Site Improvement Requirements:**

1. **Application Requirements:**

- a. Permit applications shall be accompanied with plans and a list of plant materials sufficiently explicit to enable the Common Grounds Maintenance/Residential Landscape Committee and the Board to determine exactly what is requested and to document what is approved or denied.
- b. If the mature height of proposed plant material exceeds 5 feet, it shall be described by its Botanical and Common name and by variety or trade mark name.



2. **Visibility Affecting Traffic:**  
Plantings likely to cause traffic hazards are prohibited. Common Grounds Maintenance/Residential Landscape Committee and Board approval is required to remedy the situation.
3. **Modification of Residences & Walls:**  
Unless waived by the Architectural Committee and the Board, the same materials used in the construction of the principal residence shall be used in construction of patio walls and other modifications to residences.
4. **Height of Walls:**  
Walls of new construction shall not exceed 6 feet in height without the approval of the Architectural Committee and the Board and ground level shall be used to determine height.
5. **Screening of Mechanical Equipment:**
  - a. Equipment includes, but is not limited to, such devices as air conditioning compressor-condenser units and heating equipment.
  - b. Equipment shall be concealed from view from an adjoining street or lot. Roof parapets shall afford a cut-off sight line of rooftop equipment as viewed above a 5 foot elevation of the viewing location.
  - c. Rooftop equipment visible to Owners of Lots, whose sight line (5 feet above viewing location) is above the eave or roof parapet of a Lot at a lower elevation, does not need to be screened unless affected by the requirements of the preceding sub-section.
6. **Aerials and Antennas:**  
Aerials, antennas or other devices for transmission or reception of television, radio or other communications are allowed within patio areas or otherwise if not visible by neighbors and the community but are prohibited (consistent with the rules and regulations of the FCC):
  - a. When visible above eave lines or parapets; and
  - b. On wall locations below eave line or above patio walls.
7. **Remedies:**  
If plant material creates a view obstruction of the Santa Rita Mountains for Owners of View Lots, the Owner of the offending plant shall remove or modify the offending plant; if the offending plant is on Common Area, SIH shall remove or modify the offending plant.
  - a. Removal of a tree or shrub means cutting down to ground level and treating the stump with appropriate herbicide to prevent sprouting.
  - b. Modification means reducing the height of a tree or shrub by cutting all branches at a specified height to prevent view obstruction.

**D. Enforcement, Approval, Cost Recovery and Appeal:**

1. **Enforcement:**

The Board of Directors of SIH shall enforce Architecture, Plantings & Site Improvement requirements. The committee recommendations approved by the Board shall be enforced in accordance with this Handbook of Rules and Regulations.

2. **Approval:**

No building or site improvements shall be constructed or removed without the approval of the appropriate Committee and the Board.

a. **Delayed Approvals and Recourse of Applicant:** If the appropriate Committee and the Board fail to act upon applications within 30 days after plans and specifications are submitted, the applicant may file a written petition to the Board requesting an expedited decision, which must be acted upon within 7 days after receipt of the petition. Unless waived by the applicant, failure by the Board to meet the specified deadline will permit the applicant to proceed as if approved.

b. **Applicant's Cost:** The services of the any committee in reviewing applications is without charge unless professional services are necessary to assist the Committee. In such case, the cost shall be pre-determined and the applicant shall be notified in writing of the obligation to pay these charges and the period of review is extended to 45 days.

3. **Appeal Process:**

An applicant denied by any Committee may appeal to the Board of Directors as follows:

a. The appeal must be in writing, specify the reasons for the appeal and the relief requested;

b. The Board of Directors shall schedule the appeal for a hearing within 20 days and give the appellant and other interested parties of record at least 3 days notice of the hearing; and

c. The Board shall issue its written decision within 7 days after the hearing is completed.

**DUES AND ASSESSMENTS**

A. Dues are earmarked for expenses of the Association. The CC&R's and By-laws require owners to pay dues to the Association. Such dues are important to the financial ability of the Association to maintain common areas, and to pay for other necessary operations of the Association, all of which helps maintain property values and the quality of the properties. The annual dues may be increased above 20% with approval of the owners of the majority of the Lots.

B. The Board may levy, in any year, a special assessment for the purpose of defraying the cost of legal expenses, construction, repair or replacement of capital improvements on Common Areas.

C. **Remedies for non-payment of dues and assessments:**

In order to provide additional incentive to owners to timely pay assessments, the following late charges rule is adopted by the Association:

1. An annual assessment of dues not paid when due and a special assessment not paid within sixty (60) days of the date it was due shall bear interest from the due date at the rate of 1 1/2% per month until paid. In addition, if any assessment is not paid when due, SIH shall charge the Owner for attorneys' fees, collection fees, court costs, and related expenses. SIH may bring an action at law against the Owner and or/foreclose the lien encumbering the Lot.
2. All late charges imposed by the Association upon an owner or owners which remain unpaid constitute a lien against the owner and/or his/her lot or lots, and may be included and formally liened by the Association along with and in the same lien document as may be recorded for the unpaid assessments upon which the late charge(s) are levied. The amount of the lien shall include interest, and all costs and expenses, including attorneys' fees, incurred by the Association in the collection of such unpaid late charges.
3. If any account accumulates a debt of more than \$500.00, then the Association may turn the delinquent account over for collection. The owner will be liable for all fees charged by the attorney to the Association.
4. Lien Filing Fee: If any lot has an outstanding balance for more than sixty (60) days, a notice to file lien will be sent. A \$130.00 Lien Filing Fee will be assessed to cover the cost of filing the lien.

#### **MISCELLANEOUS FEES**

- A. **Transfer Fee**  
A \$100.00 Transfer Fee will be charged for all lots sold to cover the cost of the transferring documents and title costs.
- B. **Return Check Fee**  
Any checks returned to the Association will be assessed a \$35.00 Return Check Fee.

#### **AGE RESTRICTION**

- A. **Age Fifty-Five Requirements:**  
At least one resident of each Lot shall be 55 years of age or older. No person under 18 years of age may reside on any Lot for more than three months.
- B. **Age Forty-Five Exception:**  
If a surviving spouse or co-habitant over age 45 inherits a Lot from an age 55 or older Owner and 80% of the remaining Lots are occupied by at least one resident over age 55, the inheriting spouse or co-habitant may continue to occupy the Lot.
- C. **Duty on Resale:**  
On resale it is the duty of the Owner to ascertain that at least one of the purchasing occupants is age 55 or over and this fact shall be confirmed by SIH. SIH and all Owners shall comply in good faith with section 10.304 of the regulations dealing with "55 or Over House Exemption" under title 24 of the Fair Housing Act.

**GREEN VALLEY RECREATION, INC.**

A. **Membership Requirement:**

Each Owner, successor and assignee shall become and remain a member of GVR and pay membership dues and assessments levied by GVR. The membership requirements run with the land and remain in full force in perpetuity; provided that GVR may release, terminate or amend this perpetual covenant with the consent of the Owners of the Lots.

B. **Lien for Dues and Assessments:**

There is hereby created a lien, with power of sale, on each Lot to secure payment of the GVR membership dues and assessments pursuant to the terms hereof, provided that no action shall be brought to foreclose such lien until 30 days after the notice of the lien is mailed by certified mail, return receipt requested, to the Owner of such Lot and a copy of the notice is recorded in the office of the Recorder, Pima County, Arizona.

C. **Attorneys Fees and Costs:**

If SIH or an Owner is the prevailing party in an action to enforce the provisions of this Declaration against another Owner, including a suit to collect an assessment pursuant to the provisions of this Article, SIH or the Owner is entitled to reasonable attorneys' fees, court costs, and other related expenses.