

**San Ignacio Heights, Inc.
Board of Directors Meeting
Wednesday, September 16, 2026**

Date: September 16, 2026
Location: SIH HOA Ramada (1620 Mariquita Street)
Time: 9:00 AM
Recorder: Don Julien

Roll Call/Quorum: Jerry Coffey, Elizabeth Allard. Sylveen Robinson-Cook;
Absent: Dave Fenner, James Trobec

Residents Attending: Vicky Bowan, John & Diane Plantz, Vicky Coffey, Vaughn Randall, Jeanne Macauley, Patrick Hrdlicka, Karen Logan

Call to Order: Jerry Coffey, President ; Time: 9:00 am

Review and adoption of the agenda: M/S/P
Approval of the May 20, 2026 Board Minutes: M/S/P

Officers Reports:

President: Jerry Coffey:

Welcome back from our Summer hiatus

Attended 3 GVC President to President Council Roundtables over the summer

Some were interesting, some not. Some discussion of Fiber Optics; a significant number of interested residents would be necessary to justify running fiber through the HOA.

Residents Correspondence: Several contacts by phone and email on various subjects and most were forwarded on to the appropriate committee chairs. Received 2 emails from John Plantz.

Road Project Invoices have been paid for work to date.

Thanks to Don Julien for his daily email updates as the Road Project progressed. Many positive emails and calls were received regarding the updates.

Congratulations to Don Caudill, Dennis Lyttle and Gary Parker for a great job in organizing and implementing the total scope of the Poly Chip Seal.

Current Resident Complaints: Amulet, Anastasia and Mariquita; two dealt with driveway parking and one with yard lights

WildFire Mitigation grant for 2026 and 2027: We received \$1400 from the Green Valley Council for wildfire mitigation in 2026. Peter is working on getting the work completed. There will be another round in 2027, once the 2026 work is completed.

Road Maintenance plan. Don Caudill will be working with Sunland to identify maintenance needs of the current project to carry us forward until full road replacement is necessary.

GV 101 forum Oct. 15. Green Valley Council periodically holds new resident orientations to how Green Valley works & the resources available. (Other residents are welcome to sign up if they want a refresher.) For information or to register, contact: 520-648-1936 or info@gvccouncil.org.

Ramada AC repair call. Some complaints had been received that the HVAC was ineffective. The recommendation was to have someone come in an hour or so before a meeting to turn the setting down. (Later, a service call revealed a problem with the outside fan & parts have been ordered.)

Walking path replacement request The path along Camino Del Sol from Camino Estellar to Desert Jewell Loop is in bad shape. Jerry asked the Green Valley Council to help us submit a repair request to Pima County. The County response is “It’s in the system”

Vice President: Sylveen Robinson-Cook:

Sylveen reported on the September GV 101 forum, and noted that the October forum will be at the Santa Rita Springs Center 9:30 to 11:00 am

Treasurer: James Trobec:

Jerry reported for James. The August financial sheets are attached. Income includes a \$5,000 mitigation from the Water District for a water break repair, and the \$1400 Wildfire Mitigation Grant. Motion to approve the financials: **M/S/P**

Secretary: Elizabeth Allard: No Report

At Large: Dave Fenner: Absent; No Report

Recorder: Don Julien

2026 Arizona legislation: Shade structures, Disclosure to purchasers

Shade: What we can; & cannot control: lighting, “privacy”; placement [view issues])

Disclosure: The new legislation authorizes HOAs to collect a \$400 fee for preparing disclosure documents; it also adds several items that need to be included in the documentation; it also requires that Sellers submit to their HOA contact information for prospective buyers (as listed in the contract to purchase).

A full report on shade and solar legislative actions, as well as member seller responsibilities is attached.

Committee Reports

Architectural: Elizabeth Allard

Paint Requests: We received paint requests from households on Mariquita, Emelita, and Anastacia, as well as a gate renovation on Anastacia. No Board action is required.

A member has suggested some significant updates to our color choices; this is under review

Common Grounds/Landscaping: Peter Johnson: Absent; reported by Jerry under President’s report

Roads: Don Caudill: Absent; no report

Ramada/Social: Diane Plantz

The Poker group is currently the main source of income. Other cards groups are meeting in players’ homes. Since there’s little activity, we’ve suspended cleaning for the summer. The bathroom has been repainted & other improvements installed.

Diane proposes to increase the committee from 3 to 5.

The long range plan is to extend the patio on the east side of the building and improve access.

Compliance:

Parking Permits – Don Julien

(Issued 0; 1 active [ADA related])

As there is no Compliance Chair at this time, Jerry covered some complaints in the President's report.

Resident's Time:

Karen Logan reported that there is a new water leak on Mariquita & Westcotta. The Water District is aware, but she's concerned for possible damage to the new roadwork when the District does repairs.

There was a long discussion of parking in driveways and guest parking, and what can be done within the CC&R's and the Rules & Regulations.

New Business:

Motion: Increase the Disclosure Fee from \$220 to \$400: M/S/P

Motion: to approve the Proposed Rules & Regulation changes: M/S/P

(Document attached)

JP Morgan investment account

Jerry reported that in response to residents' challenge to us to explore other avenues to invest our available cash to work for us, he's been in contact with the JP Morgan representative at our bank (Chase) for conservative options. Jerry requested to following motion:

Motion: Authorize the President, Secretary and Treasurer to set up an account with JP Morgan/Chase for the purpose of having access to additional and greater opportunities for higher interest rates from CD's and Money Market Funds, while still keeping a rather conservative approach to risk. Once established, when appropriate, the three officers must concur and agree with the placement of monies. : M/S/P

2027 Budget

Jerry has notified James about preparing a preliminary 2027 budget for consideration at the October and November Board meetings, with an expectation of passing a budget in November. Board members and Committee Chairs should review any budget needs for 2027 and share those with Jerry or James for inclusion in the preliminary budget.

Nominating Committee.

The full Board will serve as the Nominating Committee. We have two Board positions coming open.

Christmas party booking.

Nothing is scheduled as yet. Diane & the Social Committee will pursue, probably a potluck.

Annual Meeting Booking.

Generally, bookings for a GVR room in February do not open until October. In the past, we've been limited by GVR to evenings and weekends.

Old Business:

Adjournment: 10:42 am

Next Regular Board Meeting: Wednesday October 21, 2026

Annual Calendar of Board Meetings

Oct 21, 2026 Regular Board Meeting

Nov 18, 2026 Regular Board Meeting

Dec 16, 2026 Regular Board Meeting

Attachments:

Financials

AZ Legislative Changes

Proposed Rules & Regulations Changes

New State Laws & HOAs 9/2026

Don Julien

At the September Board meeting, I reviewed new Arizona laws that affect HOAs and their members. There were several bills that affected HOAs, but I tracked three that had particular impact on our HOA & our members.

One that's had some press states that an HOA cannot "prohibit the backyard installation or use of a shade structure. "... (S)hade structure means a commercially produced or professionally manufactured movable or permanent structure that is designed to protect an area from sunlight, including an umbrella, awning, shade sail, gazebo, pergola or canopy."

"An association may adopt reasonable rules regarding the size, placement or appearance of a shade structure if those rules do not prevent the installation, impair the functioning, restrict the use or unreasonably affect the cost of the structure..." The full text of the law is ARS 33-1806.01

There's a few points to note here. An HOA can still require an architectural review, but the focus would be on such features as color, and other features that are not shade-related, such as lighting and privacy screening. Size & placement affect functioning & cost, & probably wouldn't be a consideration.

The biggest point here is that the state law supercedes an HOA's CC&R's; in our case, that might mean protection of views. Your neighbor's protected right to a shade structure overrides your HOA protection of an "unobstructed view of the Santa Ritas". Nor can a neighbor's view of other mountains be a consideration in approval.

This is similar to a state law passed several years ago that protected rooftop solar installations (installations that can feed unused energy back into the grid; ARS 33-1806). Recently, a solar product segment called plug-in or "balcony" solar has been rising in popularity as a low-cost alternative. These have been particularly popular in Europe, popping up on apartment balconies, but can be mounted in backyards or on walls.

These do not technically fit the definition of the state law. A bill was introduced this year to approve and protect these products, but the bill stalled in committee. So, at this time, these products are not yet legal in Arizona. It's expected this may be reintroduced in the next state legislature in a modified form.

The third law deals with what information an HOA is required to send a prospective buyer of a property in the HOA. However, the prior version of the law didn't identify how the HOA could identify a prospective buyer. In practice, we would usually get an information request from an escrow company that included buyer contact information, but the legislature changed the law this year to require the SELLER, upon accepting an offer, to submit to the HOA, the name(s), address and email of the prospective buyer. So, keep in mind, if/when you sell your house, you have an obligation to let us know.

SAN IGNACIO HEIGHTS HOMEOWNERS ASSOCIATION

Handbook of Rules & Regulations

Adopted by the Board of Directors on July 12, 2007

(Revised by Board action on 12/20/2023, rev 09/18/2024, rev 05/21/2025, rev 9/16/2026)

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) <i>Architectural</i> : Reviews, approves or disapproves, modifications such as additions, remodeling, paint color, roof color, and all things that effect the structure of the property. 2) <i>Common Ground Maintenance/Residential Landscape Committee</i> : Works with professional maintenance personnel to maintain the Common Ground and with homeowners to assure appropriate maintenance of residential landscaping. 3) <i>Road Maintenance</i> : Performs periodic review of the roads; proposes a current schedule for maintenance and repairs; and proposes a long term schedule for maintenance and repair. 4) <i>Compliance Committee</i> : Reviews, validates and tracks complaints of violations of the Governing Documents; conducts regular periodic community inspections for compliance.
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

(Approved - 12/20/2023)

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. Enforcement of violations of the Governing Documents shall be conducted upon the receipt of a completed Violation Complaint form, submitted by a Homeowner, or by the Compliance Committee based on observations during regular community inspections.

C. Whenever anyone wants to report a possible violation or non-compliance to the Governing Documents, the report must be in writing and signed, on the approved Violation Complaint Form, and delivered by mail, email or by hand to the Board. The Board will not consider any complaint that is not submitted in writing and signed. An email complaint is not considered "written & signed" unless a properly completed Violation Complaint Form is attached. The Board will act on the issue using the following procedure:

- The Board (or the Compliance Chair, at the direction of the Board) shall investigate the written report and all the circumstances concerning it. The Board (or the Compliance Chair) may enlist the assistance of one or more Board members or other owners to investigate and, if appropriate, validate a violation. If the Board (or the Compliance Chair) determines that a violation exists, a letter will be sent to the owner. The letter may be sent by postal service or email.

- **First notification of violation (non-compliance)** – A courtesy letter will be sent to the owner requesting that the violation be corrected within twenty-one (21) days. Further, the letter will offer the owner twenty-one (21) days to respond in writing regarding the alleged violation. Within ten (10) days of receipt of the owner's response, the Board will consider the owner's statement and respond with either a dismissal of the complaint, granting of an exemption, or proceeding with the next notification of violation.

- **Second notification of violation (non-compliance)** – If the violation is not corrected after twenty-one (21) days, a second letter will be mailed to the homeowner outlining the schedule of fines with an invitation to meet with the Board in a Hearing at the next regular or Special Board meeting to explain the reason for the violation. The Hearing before the Board will be held in Executive Session unless the owner requests the hearing take place in an open meeting. After the owner meets with the Board, the owner will be notified in writing of its decision. If the owner does not request a hearing prior to the date of the specified Board meeting, they shall be deemed to have waived their right to a hearing and the Board may proceed with further enforcement action.

- **Third notification of violation (non-compliance):** The third notification will impose a fine according to the Schedule of Fines. 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.
- 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.

D. **Schedule of Fines**

First Offense (3rd warning letter) \$ 100.00

Recurring Offense (same issue) \$ 200.00

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.

- E. If a compliance requires interpretation of or a definition within the governing documents, said interpretation or definition shall be referred to the Board for consideration at an open meeting of the Board. Board action to interpret or define shall be considered an amendment to the Rules and Regulations and shall not conflict with or amend the CC&R's.

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. Exemptions for Service or Emotional Support animals will be considered upon presentation of certification by an appropriate medical provider or agency.

(Excessive noise is governed by Pima County Ordinance 6.04.160 and enforced by Pima County Animal Care.)

(1990 CC&R properties: Does not limit the number of “ordinary domestic animals”)

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. **A home business does not exempt an owner or occupant from HOA parking or other rules. Home businesses are subject to regulation by Pima County (PCC 18.09.030 Home occupations; <https://www.pima.gov/1143/Home-Occupations>. (rev 9/2026)**

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. (AZ Statute §33-1808 G. **permits allows** For Sale, For Rent or For Lease signs.) A further discussion of signs can be found in our Residential Display of Signs Policy.

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. Habitual frequent or repetitious parking is not permitted in driveways, on the street, in drainage ways or in guests’ off street parking spaces.

- b. When both the garage and driveway are temporarily unavailable for parking (e.g., during remodeling, while moving, etc.), Owner vehicles may be parked in Guest off-street parking for a limited time, with approval of the Compliance Chair, ~~or~~ the Board **or by permit. Refer to the Temporary Parking in Guest Parking Areas policy on the HOA website.** (1990 CC&R properties: Parking in driveways or Guests' off-street Parking is not restricted or limited.)
 - 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.
 - d. Commercial vehicles used by Owners are not restricted from parking in the HOA, but are subject to the limitations stated in sections 2a-c.
(AZ Statute §33-1809 exempts certain public service and public safety vehicles.)
3. **Prohibited Uses:**
No vehicle, trailer, mobile home, manufactured housing unit, camper, motor home, recreational vehicle, tent, shack, segregated carport of 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.

F. Common Area Use

Owners have the right to enjoy the Common Areas. However, this does not grant the Owner the right to treat Common Area as an extension of their own property.

Personal Property shall not be placed or stored on Common Areas, except for a limited time, as directed and approved by the Landscaping Chair and one Board member. At no time shall debris be placed on Common Areas, except at the direction of the Landscaping Chair.

Personal property (individual or group) stored within the Ramada is subject to approval by the Ramada Committee.

Parking rules regarding parking in Common Areas, including streets and guest parking, are addressed elsewhere in these Rules & Regulations. (New Section, 9/18/2024)

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.

(1990 CC&R properties: No container shall be kept at anytime in view of an adjacent 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.

6. **Clotheslines:**

Clotheslines shall be concealed from view of neighboring Lots.

(1990 CC&R properties: Clotheslines shall be of a retractable type concealed from view of neighboring lots and streets)

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.

(The 2012 City of Tucson/Pima County Outdoor Lighting Code as it applies to Lighting Area E1a takes precedence. Chapter 4 is most relevant. While the HOA may enforce our CC&R's, Pima County Code Enforcement has jurisdiction over stricter enforcement)

ARCHITECTURE, PLANTING AND SITE IMPROVEMENT REQUIREMENTS

A. **General:**

1. **Uses:**

All buildings shall be used for residential purposes only, except for incidental home business use as defined in Basic Rules Section B. 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. **Solar and Shade:**

Solar and Shade installations are subject to architectural review within the specifications of Arizona Statutes. (ARS 33-1816) (NEW 9/2026)

6. **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).
- 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.

7. **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. **Application forms are available on the HOA website.**

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. Please refer to the Review of Homeowner Plantings Policy.

- 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.

(FCC regulations allow restrictions on placement ONLY if they do not: “(i) Unreasonably delay or prevent installation, maintenance or use, (ii) Unreasonably increase the cost of installation, maintenance or use, or (iii) Preclude reception of an acceptable quality signal.”)

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, if the assessment has approval of a majority of the Owners.

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. **Disclosure Fee**

A ~~\$400.00~~ Disclosure Fee will be charged for all lots sold to cover the cost of the transferring documents and title costs. ~~The Disclosure Fee may be increased by 20% each year, to a maximum of \$400. (ARS 33-1806) (Rev 9/2026)~~

~~It is the responsibility of the member/owner to provide a written notice to the association of the members' acceptance of the purchaser's offer to purchase that contains the name, email address and mailing address of the purchaser or the purchaser's designated agent, for the purpose of delivering required HOA documents. (ARS 33-1806) (Rev 9/2026)~~

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.

E. **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.

F. **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.

G. **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.

**San Ignacio Heights HOA
Balance Sheet**

	8/30/2026	8/30/2025	12/31/2025
ASSETS			
Current Assets			
Bank Accounts			
100 Chase Checking	331,159.97	14,999.61	13,293.82
110 Chase Savings	35,433.60	20,234.77	125,363.84
130 CD Investments	0.00	284,989.30	241,941.37
Total Bank Accounts	<u>\$366,593.57</u>	<u>\$ 320,223.68</u>	<u>\$ 380,599.03</u>
Accounts Receivable			
Accounts Receivable (A/R)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Accounts Receivable	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Other Current Assets			
Undeposited Funds	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Other Current Assets	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Current Assets	<u>\$366,593.57</u>	<u>\$ 320,223.68</u>	<u>\$ 380,599.03</u>
TOTAL ASSETS	<u>\$366,593.57</u>	<u>\$ 320,223.68</u>	<u>\$ 380,599.03</u>
LIABILITIES AND EQUITY			
Liabilities		0.00	0.00
Total Liabilities	0.00	0.00	0.00
Equity			
Opening Balance Equity	0.00	0.00	0.00
Retained Earnings	100.00	100.00	100.00
Road Reserve	35,433.60	231,482.21	367,305.21
Net Income	329,659.97	88,641.47	13,193.91
Wildfire Grant frm GVC	1,400.00		
Total Equity	<u>366,593.57</u>	<u>320,223.68</u>	<u>380,599.12</u>
TOTAL LIABILITIES AND EQUITY	<u>\$366,593.57</u>	<u>\$ 320,223.68</u>	<u>\$ 380,599.12</u>

0.00

San Ignacio Heights HCA

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Budget
INCOME														
HOA Dues	\$ 124,110.00	\$ 2,445.00	\$ 1,630.00	\$ 570.00									\$ 128,755.00	\$ 129,585.00
Other Income-HOA Social Function	\$ 1,500.00	\$ 500.00		\$ 6,330.00				\$ 500.00					\$ 8,830.00	\$ -
Disclosure Fee	\$ 185.00			\$ 220.00	\$ 220.00	\$ 220.00	\$ 440.00	\$ 321,877.90					\$ 427,441.02	\$ 2,200.00
Transfers of Cash - in			\$ 105,563.12										\$ 2,354.33	\$ 5,000.00
Earned Income/Interest	\$ 0.65	\$ 0.95	\$ 2,350.59	\$ 0.16	\$ 0.16	\$ 0.17	\$ 0.17	\$ 1.48					\$ 2,354.33	\$ 5,000.00
Total Income	\$ 125,795.65	\$ 2,945.95	\$ 109,543.71	\$ 7,120.16	\$ 220.16	\$ 220.17	\$ 440.17	\$ 322,379.38	\$ -	\$ -	\$ -	\$ -	\$ 568,655.35	\$ 136,785.00
EXPENSES														
Intuit Quickbooks	\$ 40.32	\$ 40.32	\$ 40.32	\$ 40.32	\$ 40.32	\$ 40.32	\$ 40.32	\$ 40.32					\$ 322.56	\$ 505.00
Office Expenses					\$ 41.00								\$ 41.00	\$ -
Supplies													\$ -	\$ 500.00
Postage		\$ 124.80		\$ 156.00									\$ 280.80	\$ 250.00
USPS Box Rent		\$ 398.00											\$ 398.00	\$ 370.00
Bank Charges													\$ -	\$ -
Catering & HOA Party Supplies													\$ -	\$ -
Dues (Gov)	\$ 2,226.00												\$ 2,226.00	\$ 2,226.00
Insurance - Liability		\$ 1,973.00											\$ 1,973.00	\$ 2,127.50
Landscaping & Grounds	\$ 2,400.00		\$ 4,800.00	\$ 3,880.00	\$ 3,880.00	\$ 3,880.00	\$ 3,880.00	\$ 3,880.00					\$ 26,600.00	\$ 40,640.00
Other landscaping projects	\$ 4,200.00		\$ 2,354.11				\$ 280.00						\$ 6,554.11	\$ 5,000.00
Tree Removal - Trim													\$ 280.00	\$ 5,000.00
Legal & Professional Fees													\$ -	\$ 500.00
AZ Corp Commission Fee			\$ 10.00										\$ 10.00	\$ 10.00
Homeowner Pest Control				\$ 13,265.00									\$ 13,265.00	\$ -
Ramada Maint		\$ 105.00			\$ 105.00		\$ 55.16						\$ 265.16	\$ 655.00
Complex Repairs													\$ -	\$ 500.00
Road Maintenance	\$ 194.20		\$ 105,553.12					\$ 76.37					\$ 105,923.69	\$ -
Storage Locker Rental	\$ 480.00												\$ 480.00	\$ 550.00
Property Taxes													\$ -	\$ 170.00
GV Water	\$ 53.70	\$ 54.21	\$ 54.21	\$ 51.25	\$ 51.25	\$ 51.01	\$ 51.25	\$ 52.65					\$ 419.53	\$ 650.00
Tucson Electric	\$ 80.06	\$ 87.81	\$ 89.28	\$ 89.38	\$ 89.28	\$ 107.00	\$ 137.36	\$ 138.08					\$ 818.25	\$ 1,400.00
Contingency Fund													\$ -	\$ 3,731.50
Transfer of cash - out			\$ 90,000.00										\$ 90,000.00	\$ -
Road Reserve	\$ 0.65		\$ 2,351.63	\$ 0.16	\$ 0.16	\$ 0.17	\$ 0.17	\$ 1.48					\$ 2,354.42	\$ 72,000.00
Total Expenses	\$ 9,674.93	\$ 2,783.14	\$ 205,352.67	\$ 17,482.11	\$ 4,207.01	\$ 4,078.50	\$ 4,444.26	\$ 4,188.90	\$ -	\$ -	\$ -	\$ -	\$ 232,211.52	\$ 136,785.00
Unaccounted Cash				\$ 13,193.91	\$ 1,400.00								\$ 13,193.91	\$ -
Late Fees			\$ 12.23										\$ 12.23	\$ -
Net Income (Loss)	\$ 116,120.72	\$ 162.81	\$ (95,798.73)	\$ 2,821.96	#####	#####	#####	\$ 315,190.48	\$ -	\$ -	\$ -	\$ -	\$ 329,659.97	\$ -