

RULES AND REGULATIONS

SAN IGNACIO VILLAS, INC

GREEN VALLEY, AZ

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The following rules and regulations are not a comprehensive list of all rules and regulations in the San Ignacio Villas, Inc. declarations. Additional rules and regulations can be found in the San Ignacio Villas Inc. declarations available on the San Ignacio Villas Homeowner web site, <https://sanignaciovillas.org>.

Rules and regulation are subject to change.

Adopted September, 2021

Animals: No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be bred, raised or kept on the Properties, nor shall dogs, cats or other animals be kept in kennels or similar enclosures on the Properties. This restriction shall not be construed, however, as prohibiting the keeping of ordinary domestic pets (defined as cats and dogs) as long as such pets are kept confined in the owners residence and fenced yard. Chickens are not domestic pets. They are poultry. If domestic pets, which are allowed to be kept on the Properties, are taken out of an owner's lot, city and county leash laws apply. Loose animals may be picked up by the humane society or the Pima County Animal Control. **Owners' allowing animals to leave waste on common areas or any private lot, including owners' own property, visible from the street, sidewalk and common area are subject to an Association Imposed fine as well as a possible Green Valley imposed fine. Owners' shall be required to pick up immediately any animal feces left on any Lot or on the Common Areas and dispose of in appropriate waste receptacle (do not throw in wash, over fence, leave on sidewalks or grounds. Pets shall not urinate on cement walks, vehicles, exterior walls, or common area structures. Should this occur pet owner shall immediately clean and wash away all urine. To avoid accidental urination or marking from occurring please avoid walking your pets on or near other owners' lots and common area structures.**

All pets/service animals must be domiciled within the unit on any given lot. No external structures, including but not limited to, dog houses, cat towers, animal or bird cages, chicken coops, window attached or ground set wildlife perches, squirrel boxes or similar shall be permitted. **No more than two (2) animals (2 dogs or 2 cats or 1 dog and 1 cat)** shall be permitted on any lot including service animals. Animals used for utilitarian purposes are not permitted. Pets/service animals that create excessive noise or disturb the quiet enjoyment of neighboring properties shall be considered to be in violation of the Covenants, Conditions and Restrictions (CC&R's), **Article XII, Section 13.26**. No pet/service animal shall be allowed to be off resident's property unless it is on a leash and under the control of the owner at all times. The owner shall be responsible for any damage caused by their pet/service animal to plants on Common or neighboring property. Owners' are responsible for their tenants, guests and their pets/service animals.

Rubbish: No Lot shall be used in whole or part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be performed, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or on occasion create noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. No personal property shall be placed or stored upon common property. Refuse container are for "normal" household waste. NO construction debris, yard debris, or furniture should be placed in refuse containers. All waste must be placed in a sealed bag. Personal trash or recycling containers are not allowed unless the Board of Directors approves and makes an exception for owners' who are unable to use the association dumpsters. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at any time in view of an adjacent street.

Vehicle parking and storage: The owner/s of each Lot shall have one (1) designated parking space on the Property, the space shall be designated by the Board of Directors of the Association. The Association shall mark or identify the parking space designated for use by each home in order to prevent other Owners' their guests and invitees, from using the designated spaces. The remaining parking spaces may be freely used by all Owners', their tenants, guests and invitees with the exception of the high season of October 1st through April 30th when owners and/or tenants are restricted to 2 spaces per unit, one marked and one unmarked. Parking spaces shall not include other portions of the Common Areas not so designated. Additional parking spots, if any, may be designated from time to time by the Board of Directors of the Association. Notwithstanding the above provision, with written permission from the Board of Directors, Owners/Tenants and their guests and invitees may park in front of a home for purposes of loading and/or unloading personal belongings from a motorized or non-motorized vehicle if the time in which the vehicle is parked in any non-designated space is less than twenty-four (24) hours in any seventy-two (72) hour period. Parking and/or storing of recreational vehicles (including, but not limited to, motorhomes, vans, campers, trailers, boats and similar vehicles) is prohibited on all portions of the Properties. Notwithstanding the above, with written permission from the Board of Directors, such recreational vehicles may be parked in any designated common parking areas within the subdivision for a period of not more than seventy-two (72) hours in any seven-day period and not more than one hundred forty-four (144) hours in any thirty-day period, for the purposes of loading, unloading, or for providing parking for guests of the Owner who may be driving or pulling one of these recreational vehicles. The use and/or occupancy of a vehicle or recreational vehicle (including, but not limited to, a motorhome, van, camper, trailer, boat or similar vehicle) 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 three-quarter (3/4) ton capacity with camper shells attached that are no more than seven (7) feet in height as measured from ground level, or (2) mini-motorhomes that are no more than seven (7) feet in height and no more than eighteen (18) 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.

Inoperable Vehicles and Commercial Vehicles. (Section 13.18) No inoperable, junk, or wrecked vehicles shall be placed on or stored on any lot or Common areas, nor shall any commercial, construction, or like vehicles (except commercial vehicles providing services. Commercial vehicles providing services may not be parked overnight in any space) be placed on or stored on any lot or Common Areas, except as may be permitted by the Association, in writing, for limited periods of time

Holiday Decorations: Temporary Holiday decorations, lights and lawn ornaments, are permitted, provided they are installed no more than 45 days before the holiday and removed within 30 days after the holiday. All lights and lawn ornaments shall be installed on the owners' property, not common property.

Solicitation: Door to door solicitation is not permitted by any person. This includes, but not limited to religious, political, commercial and charitable solicitations.

Inspections: During reasonable hours, any member of the Board of Directors of the Association, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot within the subdivision (not including the interior of any homes) for the purpose of ascertaining whether or not the provisions of these Rules and Regulations have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Fire Prevention: Storage of gas filled containers is limited to 2 propane tanks and must be stored outdoors. Use of outdoor BBQ Grills (gas or other fuel, wood/charcoal) must be conducted upon the Owners lot in safe manner. ANY BBQ Grill, fire pit (gas or other fuel) **IS NOT ALLOWED** under any covered porch, patio or structure. Open flame cooking (gas, charcoal, wood etc.) must only occur 10 feet from any buildings. This is Fire Code Law under ARS 48- 805 adopted in 2018. State Law. Use of the above mentioned BBQ grills and fire pits, under any covered porch, patio or structure, may cause homeowners insurance to become null and void.

Aerials, Antennae Etc.: 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 shall be erected, constructed, placed or permitted to remain on any lot/home. This prohibition shall 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. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed on the roof and not visible from the street or neighboring property, or integrated with the home and surrounding landscaping to prevent such visibility. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations

Signs: No billboards or advertising signs of any character shall be erected or permitted on any Lot or home. An Owner may erect one (1) "open house" sign, which shall be no greater in size than four (4) square feet, on his/her Lot during the hours there is a realty representative attending the open house at the home or while open by the Owners. All such signs must be removed when the home is not open for public inspection. For Sale/Rent/Lease signs shall NOT be permitted on any common property of San Ignacio Villas, including but not limited to those common areas adjacent to public thoroughfares namely Vista Ridge Drive. The placement of For Rent/Lease signs on private property within the community shall be limited to one (1) sign, no larger than 18"x24". The sign may be **placed in the front window**. If the boundaries of the lot extend beyond the building structure a **FOR SALE sign may be placed on a professionally installed industry standard pole**. The size of a sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches (18"x24") and the industry standard size sign rider, which shall not exceed six by twenty-four (6"x24"). Said sign shall be immediately removed once a home has sold. Open house hours shall be permitted from 8:00 a.m. to 6:00 p.m. without restriction on the day of the week. Temporary Open House signs may be placed on common areas so long as they do not block sidewalks or roadways. Said signs shall be removed the same day as the Open House.

All signs shall be commercially produced.

Shrubs, Trees and Grasses: Owners may plant shrubs, trees, and vegetation on their Lot, provided however, that Bermuda grass shall not be grown on any Lot, unless it is of a variety recognized to be pollen free and approved in writing by the HOA. **Owners must obtain Architectural Committee approval for all trees and other vegetation planted in the Lot.** All shrubs, trees and grasses shall be kept trimmed to a height which will not materially interfere with views from neighboring building sites. The Architectural Committee may forbid the planting or maintenance of certain plants, trees and shrubs or restrict the propagation of such plants, trees and shrubs to native or indigenous species. The owner has full responsibility for the planting and care of added, **Board approved**, landscape features. The HOA is responsible for common area maintenance only.

Noise. (Section 13.15) No owner shall at any time of the day or night engage in any activity or permit any activity to occur on the Properties which shall result in unusual, loud or obtrusive noise or sounds.

Age Restrictions: **At least one (1) occupant per household is required be 55 years of age or older.** All resales or leases of such homes shall be subject to the 55 years of age requirement, and it shall be a violation of the terms and provisions of the Declaration should any Lot/home sold or leased, and not then be occupied by at least one person 55 years of age or older per household, except that should an occupant 55 years of age or older die and leave the home to a surviving spouse or other companion previously 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 homes shall continue to be 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 home. **It shall be the duty and obligation of each record owner of a Lot/home, prior to reselling and reconveying the Lot/home, to ascertain that, prior to purchase, at least one occupant will be 55 years of age or older, and shall further confirm this fact to the Association.** No minor (any person less than 18 years of age) shall reside in any home for more than three months during any 12 month period. Nothing in these rules shall be construed to permit occupancy by minors.

The occupancy regulations of this section dealing with both minimum age restrictions and the prohibition of minors apply to all occupants, whether Owners or tenants, and to all leases as well as sales. The Association and its officers, directors, agents and employees shall have no liability whatsoever for compliance with the foregoing provisions, it being the duty of each Owner to comply therewith and make appropriate notification to the Association; each Owner acknowledges that the pattern of resales of homes can be difficult to control or predict, and that compliance with the aforementioned laws and with the Exemption depends upon the cooperation of the Owners as a whole. Renting or leasing of Individual homes; to the extent permitted by law, purchasers may acquire ownership of one or more homes within the Properties, and lease said homes to the members of the public on a long term basis, such as monthly or yearly rentals, or on short term basis, such as daily or weekly rentals. **All tenants to such leases shall be required to comply with the provisions of the Rules and Regulation of San Ignacio Vista HOA.** Nothing contained herein shall be deemed to permit a fractional ownership, time-share or interval ownership arrangement on the Properties

The HOA will require an Owner Attestation bi-annually (every 2 years) that at least one occupant of the home is at least 55 plus years of age. These attestations are required by HUD for compliance with the Housing for Older Persons Act.

Temporary Use by persons under 55 years of age.

Permissible Age Restriction Deviations

- 1)** Occupancy of a unit without having a person over fifty-five (55) years of age will be allowed on a **temporary basis for a period not to exceed fifteen (15) contiguous days.** AND
- 2)** Said residents must **be Friends of or related to the property owner within the community.** AND
- 3)** The owner of the property is responsible to notify the HOA of the temporary residency of person(s) defined above including the intended dates of residency. AND
- 4)** **At no time shall any more than fifteen percent (15) of the total units be occupied in the manner described herein.** AND
- 5)** If at any time the HOA determines that the level of occupancy as described herein exceed fifteen percent (15), the Board of Directors will be informed and will immediately terminate the program until advised that the occupancy level is below fifteen percent (15).
- 6)** The Board of Directors has the right to terminate this program at any time at its' sole discretion.

POOL AND SPA RULES

- 1) POOL AND SPA HOURS: 7:00 AM UNTIL 8:00 PM
- 2) No persons under sixteen (16) years of age, are permitted to use the spa
- 3) No smoking is allowed inside the fenced area surrounding the pool and spa area.
- 4) No glass containers are permitted inside the fenced area surrounding the pool and spa area.
- 5) NO FOOD/SNACKS/ALCOHOL are permitted in the pool and spa area. Exception for Food allowed in the Pool/Spa Area would be for a SIV HOA event scheduled in advance with HOA BOD.
- 6) No animals, other than certified service animals are permitted inside the fenced area surrounding the pool and spa area. No animal at any time is permitted to enter the pool or spa.
- 7) No persons under fourteen (14) years of age are permitted to be inside the fenced area surrounding the pool and spa area unless accompanied by an adult over twenty-one (21) years of age. Non swimmers should be accompanied by a skilled swimmer while in the pool. Persons who cannot physically help themselves in the event of an emergency or necessary evacuation of the area must be accompanied by a responsible person of at least 21 years of age at all times.
- 8) Gates must be locked at all times. Keys must remain under the control of an Owner or adult of at least 21 years. Cost of replacement for lost pool gate or restroom keys is \$15 per occurrence.
- 9) Owners who have rented their entire homes (A&B Units), forfeit use of Pool and Spa facilities during the rental period. Maximum occupancy limits for the Pool & Spa areas are 189 persons at any given time. Within the POOL water 33 persons, Within the SPA water 7 persons.

Any violation of the above rules may result in suspension of the right to use the pool. Such suspension shall be pursuant to Arizona Statute, additionally, the owner will be subject to San Ignacio Villas fine process.