

Canoa Vistas Inc.

Rules and Regulations

Approved by the Board of Directors: December 13,

2018

(Amended: November 20, 2020)

(Amended February ,2025)

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(Approved by Board of Directors: November 8, 2020)

Article 30: HOA Policy Violations – Punitive Action

Article 31: HOA Policy Enforcement

1 Article 1: Definitions

2

3 **1.01. Architectural Change Request** an HOA provided form required to notify the Architectural 4
Committee of plans for work that would alter the exterior appearance of a Lot. 5

6 **1.02. Architectural Committee** Committee consisting of volunteer Members appointed by the 7 Board of
Directors to assist in reviewing and evaluating plans for work that would alter the exterior 8 appearance of a
Lot.

9

10 **1.03. Association** means Canoa Vistas, Inc., an Arizona non-profit corporation, its successors and 11
assigns

12

13 **1.04. Backyard** the portion of the Lot between the Patio and back wall/gate 14

15 **1.05. Board** means the Board of Directors for Canoa Vistas Inc.

16

17 **1.06. CC&Rs** means the Declaration of Conditions, Covenants, and Restrictions for Canoa 18 Vistas, Inc.
a legally binding document as filed in Pima County, Arizona

19

20 **1.07. Common Area** means the real property designated on the Plat as Common Areas A and B 21

22 **1.08. Community** means the Properties of Canoa Vistas

23

24 **1.09. Copings** the top portion of a Common, Residential, Parapet, Patio, Courtyard, or 25 Backyard
Wall

26

27 **1.10. Courtyard** the enclosed portion of a Lot located in front of the residence and behind 28 the
front wall/gate

29

30 **1.11. Declaration** (see CC&Rs definition)

31

32 **1.12. Dwelling Unit** means the real property and improvements placed upon or within the boundary 33 of
any Lot

34

35 **1.13. Front Yard** The portion of the Lot between the street and Courtyard 36

37 **1.14. Good Neighbor Policy Form** an HOA provided form used to solicit opinions from adjacent 38
neighbors for proposed exterior Lot alterations

39

40 **1.15. Lot** means an individual numbered plot of land shown on the Plat including any 41
improvements constructed or under construction thereon

42

43 **1.16. Maintenance Committee** Committee consisting of volunteer Members appointed by the 44 Board
of Directors to assist the Board in management of all Common Areas throughout the 45 Properties

1

2 **1.17. Maintenance Request Form** an HOA provided form used to notify the Maintenance 3 Committee of
Common Area landscaping, road repairs, sidewalk repairs, safety, and other Common 4 Area concerns.

5
6 **1.18. Member** means every Person who holds a membership in the Association 7
8 **1.19. Owner** means the record owner, whether one or more Persons, of the fee simple title to any 9 Lot
including a buyer under a contract for the conveyance of real estate pursuant to Title 33, 10 Arizona Revised
Statutes, but excluding Persons holding an interest merely as security for the 11 performance of an
obligation, and excluding buyers under sales agreements or deposit receipt and 12 agreements.
13
14 **1.20. Parapet Wall** a low protective wall at the edge of a residential wall commonly used to obscure 15
views of HVAC and other roof mounted mechanicals. Parapet Walls for Canoa Vistas homes are 16 constructed
of slump block (at the front) and plywood (at the rear) materials. 17
18 **1.21. Patio** the covered concrete/paver portion of a Lot (original build) at the rear of the 19 residence
extending approximately eight (8) feet from the home
20
21 **1.22. Person** means a corporation, company, partnership, firm, association or society, as well 22 as a
natural person
23
24 **1.23. Plat** means the map or plat of record in the office of the County Recorder of Pima 25 County,
Arizona, in Book 39 of the Maps and Plats on page 60 and any amendments thereto 26
27 **1.24. Properties** means the real property described in the Plat consisting of all Common Areas 28 and all
Lots
29
30 **1.25. Residential Lot** (see Lot definition)
31
32 **1.26. Rules and Regulations** means all policies and procedures adopted by the Board that govern the 33
conduct and actions of Owners, tenants, visitors and guests of the Properties 34
35 **1.27. Service Vehicle** means any motorized or non-motorized vehicle owned and operated by 36
Contractors, Vendors, Utility, Maintenance, and Service Companies
37
38 **1.28. Vehicle** means any wheeled vehicle, motorized or non-motorized, with two or more 39 axles
40
41 **1.29. Visible from the street** means a view from the street directly in front of and facing the Lot 42
43
44

1 Article 2: COMMUNITY FORMS

2.1. Architectural Change Request Form. An Architectural Change Request Form is required for work
that alters the exterior appearance of a Residential Lot. The only exceptions to this rule are those
projects that are specifically identified in the Rules and Regulations document as **not** needing
Architectural Committee approval. For all other exterior projects, the Owner is responsible for submitting an
Architectural Change Request Form and waiting for written approval from the Architectural Committee
before starting work on their project.

For our Members' convenience, blank Architectural Change Request Forms are available on the Canoa Vistas HOA Website or from a member of the Architectural Committee.

14 Completed Architectural Change Request Forms (including supporting documentation) should be mailed 15 to:

Canoa Vistas – Architectural Committee
2980 Camino Del Sol # 115
Green Valley, Arizona 85622

Or, completed forms may be emailed to the Architecture Committee's group mailbox at:
board@canoavistas.org

The Architectural Committee will review, approve or disapprove, and comment on the Architectural Change Request Form within a thirty (30) calendar day period. There is no administration fee for submitting, reviewing, or approving the Architectural Change Request Form.

IMPORTANT NOTE: Return of an approved Architectural Change Request Form must be received by the Owner before work is started on the project. Failure to submit an Architectural Change Request Form, starting work before receiving written approval of a submitted form, or performing work that was not listed or approved on the form, will subject the Owner to appropriate sanctions as levied by the Board.

32 2.1.1. Architectural Change Request Form – Process. Approval or Disapproval of an Owner's request is determined solely by the Architectural Committee. After receipt of a completed Architectural Change Request Form (with as-needed supporting documentation) the Committee will review the request and send written notification of their decision to the Owner within a 36 thirty (30) calendar day period.

In the event a conflict of interest is identified within the Architectural Committee, or if a member of the Committee is submitting the Architectural Change Request Form, that Committee member is required to recuse him or herself from the approval process. If remaining members of the Committee cannot reach a conclusion to approve or disapprove the Request Form, the Board will be engaged to make that decision. 41

2.2. Maintenance Request Form. Owner requests for Common Area landscaping, road repairs, sidewalk repairs, safety and other Common Area concerns, should be submitted to the Maintenance Committee using a Maintenance Request Form.

3

For our Members' convenience, blank Maintenance Request Forms are available on the Canoa Vistas HOA website or from a member of the Maintenance Committee.

Completed Maintenance Request Forms should be mailed to:

Canoa Vistas – Maintenance Committee
2980 Camino Del Sol # 115
Green Valley, Arizona 85622

Or, completed forms may be emailed to the Maintenance Committee's group mailbox at:
board@canoavistas.org

The Committee will review the request, approve or disapprove, comment and return the Maintenance Request Form within a thirty (30) calendar day period. There is no administration fee for submitting,

reviewing, or approving the Maintenance Request Form.

2.2.1 Maintenance Request – Process. Approval or disapproval of the Owner’s request is determined solely by the Maintenance Committee. In the event a conflict of interest is identified within the Maintenance Committee, or if a member of the Committee is submitting the Maintenance Request Form, that Committee member is required to recuse him or herself from the approval process. If remaining members of the Committee cannot reach a conclusion to approve or disapprove the Maintenance Request, the Board will be engaged to make that decision.

Note: Approval or disapproval of a Maintenance Request sometimes comes down to the annual budget. If there are no budgeted funds to complete the request, the Committee may need to delay the requested work or petition the Board for additional funding. However, in all cases the Maintenance Request Form will be returned with the results/comments to the submitting Owner within a thirty (30) calendar day period.

2.3. Good Neighbor Policy Form. The Board instituted the Good Neighbor Policy to elicit the opinion of neighboring Owners as to the effect a proposed Architectural change might have on other Owners, including but not limited to the effect on the physical views from another Lot. The Good Neighbor Policy also applies in differences in the use of Guest Parking Areas. The Architecture and Maintenance Committees after eliciting these opinions may, but not need, take them into account when approving Change Requests.

The intent is that while today’s understandings between a neighbor or Committee may be clear, with time and/or ownership changes, what was today’s understanding may become less clear and cause issues in the future. The Good Neighbor Policy Form is intended to preserve what was requested and reviewed with surrounding neighbors by the Architectural or Maintenance Committees.

For our Members’ convenience, blank Good Neighbor Policy Forms are available on the Canoa Vistas or HOA website or from the Architectural or Maintenance Committees.

45 Completed forms should be mailed to:

46 **Canoa Vistas**

47 **2980 Camino Del Sol # 115**

48 **Green Valley, Arizona 85622 or submitted to board@canoavistas.org**

2.4. Parking Exception Request Form. (Added by Board of Directors 11-20-2020) (Revised 2/2025)

Owner requests for Exceptions to Designated Parking Rules pertaining to Guest Parking Areas should be submitted to the Board of Directors using a Parking Exception Request Form.

For our Members’ convenience, blank Parking Exception Request Forms are available on the Canoa Vistas HOA website or from a member of the Board

Completed Parking Exception Request Forms should be mailed to:

Canoa Vistas – Maintenance Committee

2980 Camino Del Sol # 115

Green Valley, Arizona 85622

Or, completed forms may be emailed to the Board of Directors group mailbox at:

board@canoavistas.org

The Board will review the request, approve or disapprove, comment and return the Parking Exception Request Form within a fifteen (15) calendar day period. There is no administration fee for submitting, reviewing, or approving the Parking Exception Request Form.

2.4.1 Parking Exception Request – Process. Approval or disapproval of the Owner’s request is determined solely by the Board of Directors. In the event a conflict of interest is identified within the Board, or if a member of the Board is submitting the Parking Exception Request Form, that Committee member is required to recuse him or herself from the approval process. This will be renewed for a period of 12 calendar months from January 1 of a calendar year to January 1 of the following year.

1 Article 3: VIEWS

[Maintenance Committee]

Members cannot expect views which exist at any particular time to remain unchanged. Views may be affected by alterations or additions to Lots, by changes to residential and Common Area landscaping, or by growth of trees, shrubs, and other plants.

Owners are NOT authorized to remove or trim trees, shrubs, or plants on Common Areas to preserve or improve a particular view, or for any other reason.

Requests for Common Area landscaping changes should be directed to the Maintenance Committee by filling out a Maintenance Request Form.

Article 4: RESIDENTIAL LOT MAINTENANCE 13

[Architectural Committee]

It is the responsibility of each Owner, whether in residence or not, to maintain the condition of their Lot so that it contributes to the appropriate appearance and aesthetic value of the Properties.

Any Owner who will be away from Canoa Vistas for an extended period is strongly urged to arrange for someone to care for their Lot to ensure proper maintenance.

Owners of Lots that are not maintained will be notified in writing (US Mail, and/or Email) and provided an opportunity to correct maintenance issues within a stipulated time period. If the issues are not corrected, the Architectural Committee will engage a professional maintenance company to bring the Lot into acceptable condition. Costs for the maintenance company plus an administration fee of twenty-five dollars (\$25) will be assessed.

Article 5: COMMON AND RESIDENTIAL WALLS ²⁶

[Architectural Committee]

5.1. Common Walls. Each wall which was built as part of the original construction of a building and placed on or adjacent to the dividing line between Lots shall constitute a Party Wall (AKA a Common Wall).

The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. Repair, maintenance, and replacement cost of a Common Wall is shared equally between the Owners of those shared walls.

An Owner may not penetrate, or cause to be penetrated a Common Wall without written consent from adjacent Owner (a Good Neighbor Policy Form will suffice). This includes, but is not limited to, the building or support of additional structures, landscaping trellis, radio antenna, television antenna or satellite dish, or the attachment of wall art.

5.2. Residential Walls. A Residential Wall is identified as a wall that was placed on or adjacent to the dividing line between Lots in which one side of the wall exhibits an exterior surface open to the elements (i.e. Courtyard Wall, Backyard Wall) and the other side of the wall encloses residential spaces or rooms within an adjoining Lot.

6

The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. Repair, maintenance, and replacement costs of a Residential Wall are borne entirely by the owner of the residence enclosed by that wall.

Reasonable access for the purpose of maintenance and repair should be permitted by the adjacent Lot Owner upon request.

An Owner may not penetrate, or cause to be penetrated a Residential Wall without written consent from the adjacent Owner (a Good Neighbor Policy Form will suffice). This includes, but is not limited to, the building or support of additional structures, landscaping trellis, radio antenna, television antenna or satellite dish, or the attachment of wall art.

Owners of Lots bordering on the Common Areas within the Properties are responsible for all costs to repair, maintain, or replace walls adjacent to those Common Areas (by definition they are considered Residential Walls).

Article 6: MANAGEMENT OF PROJECTS

[Architectural Committee]

It is the responsibility of the Owner, whether or not a contractor is being used, to ensure that all aspects of a project are conducted in accordance with the CC&Rs, Rules and Regulations, and any external ordinances, codes, and regulations (Federal, State, & County).

At the completion of the project, all materials, supplies, equipment, signs, trash, and debris must be removed within a fourteen (14) calendar day period. It is the sole responsibility of the Owner to make sure that contractors return all Common Areas used for Lot access to their original condition.

Article 7: COMMON AREA STORAGE RULES

[Maintenance Committee]

7.1. Long-Term Storage. Storage of Residential Lot items is not allowed on any Common Area throughout the Properties. Residential items such as, but not limited to, building materials, lumber, brick, block, pavers, fire wood, trash cans, composting equipment, yard maintenance equipment, yard waste (weeds, tree trimmings), etc. must be confined on the Residential Lot (garage, Courtyard, Backyard, or Patio). There are no exceptions to this restriction. Upon written notification by the Maintenance Committee, an Owner will have seven (7) calendar days to comply or sanctions will be assessed by the Board of Directors.

7.2. Temporary Usage. When major home re-construction or landscaping work is scheduled, the Owner may request the use of a Common Area adjacent to or behind their Lot for the temporary storage of construction or landscaping items. Prior written approval from the Maintenance Committee is required before any usage of Common Area occurs.

Owners are required to submit a Maintenance Request Form and detail what will be stored and how long it will be stored on Common Areas. The Maintenance Committee will reply within thirty (30) calendar days with instructions of what is allowed and what is not allowed on Common Areas. Storage of, but not limited to, chemicals, paint, and hazardous materials will NOT be allowed on Common Areas.

7

After Temporary Usage of Common Areas has ended, the Owner is responsible for returning the area used, including access to that area, to "like or better condition" within fourteen (14) calendar days. A review of the area's condition will be completed by the Maintenance Committee and a written report provided to the Owner. Any issues will be listed in the report and the Owner will have an additional seven (7) calendar days to make those corrections. Any corrections that still exist will then be addressed by the Maintenance Committee or assignee. The responsible Owner will be assessed the cost of the cleanup plus a twenty-five dollar (\$25.00) administrative fee in the form of a Reimbursable Assessment (CC&R Article-6 Section 6.5. Reimbursement Assessments)

Article 8: OWNER DISPUTES

[Architectural Committee]

15 In planning and executing architectural or landscaping changes, Owners are urged to take into account the potential effects on neighbors and the properties in general. In the event that a dispute arises which cannot be resolved by the parties involved, a signed written request with each party's viewpoint should be sent to the

Architectural Committee for a review of the issue(s). The Architectural Committee may invoke a work stoppage until the dispute is resolved.

Documents should be mailed to:

Canoa Vistas – Architectural Committee

2980 Camino Del Sol # 115 or board@canoavistas.org

Green Valley, Arizona 85622

If the dispute is unresolvable by the Committee, the issue(s) will be forwarded by the Committee to the Board for review and decision. All decisions by the Board are final and binding. Neither the Architectural Committee nor the Board of Directors will be party to any dispute.

Article 9: WORK STOPPAGE

[Architectural Committee]

If the Architectural Committee finds that exterior modifications or landscaping changes have been made outside the CC&Rs, or Rules and Regulations, or without an approved Architectural Change Request Form, or that modifications do not conform to the approved Form as submitted; then the Architectural Committee will start corrective actions. Corrective actions may include working with the Board to impose an immediate work stoppage, appropriate monetary penalties, and/or require the Owner to return all changes made to original condition or function.

8

Article 10: DESIGNATED PARKING

(Amended by Board of Directors, November 20, 2020)

In an effort to have an attractive and appealing neighborhood, and also to respect resident individual needs and wishes, the Board provides the following parking regulations.

[Architectural Committee]

10.1. Primary Parking Areas: Owners, their guests and invitees are required to park all motorized or non-motorized vehicles in a designated parking area. Owners are expected to use their Primary Parking Areas first, which include the garages and paved driveways of each Lot.

There are no time limit restrictions for the Primary Parking Areas when the homeowner is present; however, when the homeowner is not present in Canoa Vistas, long-term storage or long-term parking of vehicles on the paved driveway of a Lot is not permitted. Long-term storage or long-term parking is defined as more than thirty (30) days when the owner is not present in Green Valley.

[Maintenance Committee]

10.2. Guest Parking Areas: Additional parking areas, labeled as Guest Parking, are available in the Common Areas as identified on the Plat Map. Guest parking areas are designed primarily for guests, or other invitees, and not for routine and/or daily parking by residents.

However, in each of the four Guest Parking Areas one or two spaces (Lot A – 2 spaces; Lot B – 2 spaces; Lot C – 1 space; Lot D – 1 space) are designated by the Board for routine and/or daily use by a resident on a first-come first-served basis and limited to one per family. If the designated space is occupied, residents are to use the reserved space in one of the other common parking areas. Residents are asked to speak directly with the neighbor occupying a space in question, then complete a Good Neighbor Form prior to involving the Maintenance Committee. If all six reserved spaces are taken, please refer to 10.5 below.

At no time can the Common Area Parking areas be utilized when the Owner is not present in Green Valley-

10.2.1. Guest Parking Restrictions:

A. Parked Vehicles must not encroach onto any portion of the street B. Parked Vehicles cannot utilize more than one space perpendicular to the adjacent street C. Parked trailers must have trailer tongue jack plates so as to not damage the asphalt parking lot D. Parked trailers must have wheel chocks placed to prevent accidental movement

Service Vehicle overnight parking is prohibited

Long term parking or storage of any Vehicle is prohibited

[Maintenance Committee]

10.3. Parking and Storing of Recreational and/or Oversized Vehicles: Parking and/or storing of recreational and/or oversized vehicles (including, but not limited to motorhomes, vans, ATVs, golf carts, campers, trailers and boats) is prohibited on all portions of the Properties, except within the confines of an owner's Primary Parking Area. Use of Common Area Parking Areas within the HOA is allowed for a period of not more than 72 hours for the purpose 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 of any motorized or non-motorized vehicle for living, sleeping, or cooking purposes on either a temporary or 2 permanent basis is prohibited on the Properties.

[Maintenance Committee]

10.4 Street Parking. Street parking is defined and restricted to the area in front of the Owner's Lot.

10.4.1. Street Parking Restrictions:

A. Overnight parking (from 8:00pm to 6:00am) of any Vehicle is prohibited 10

B. Long term parking or storage of any Vehicle is prohibited

C. Vehicles are not permitted to park in or in front of, a residential driveway at any time without the Owner's approval

D. Service Vehicles that require Common Area parking may utilize either Street or Guest Parking during normal working hours (6:00am until 8:00pm). Service Vehicles are not authorized to park overnight anywhere on the Properties.

E. Parking of vehicles on non-paved Common Areas is prohibited without prior written authorization from the Maintenance Committee.

Board of Directors

10.5 Parking Rule Exceptions: The Board of Directors (revised 2/2025) may grant a variance to these parking restrictions in special cases of significant hardship or other good cause, including but not limited to regular in-home caregiving services. The variance shall be limited to the period of time for which the significant hardship or other good cause exists and must be renewed each calendar year (revised 2/2025) Owners desiring consideration for a variance must complete a Parking Exception Request Form.

Article 11: ARCHITECTURAL COMMITTEE INSPECTIONS

[Architectural Committee]

It is the Architectural Committee's responsibility to ensure that all Owners abide by the established Community Documents for Lot maintenance and external changes. The Board has established an Annual Rolling Inspection process and a separate Resale Inspection process to assist with rule enforcement and consistency.

11.1. Resale Inspection. All Owners selling their property (by Owner or Realtor) are required to obtain a Resale Inspection from the Architectural Committee. Green Valley Realtors and Green Valley Sahuarita Association of Realtors have been notified of these requirements and are now asking Owner's if Resale Inspections have been completed.

11.1.1 Resale Inspection Process.

A. A Resale Inspection request is made by contacting the Architectural Committee via written request through US Mail or by email (this inspection cannot be requested by a phone call or casual conversation).

Request should be mailed to:

**Canoa Vistas – Architectural Committee
2980 Camino Del Sol # 115
Green Valley, Arizona 85622**

Or, emailed to the Architecture Committee's group mailbox at: **board@canoavistas.org**

B. The Architectural Committee will contact the Board to ensure there are no outstanding sanctions, liens, or complaints for the Residential Lot

C. The Architectural Committee will contact the Owner and schedule an EXTERIOR review of the Residential Lot

D. The Architectural Committee will pull all past Architectural Change Request Forms and Good Neighbor Policy Forms for the Lot and verify that all changes have approvals on file

E. The Architectural Committee will check to ensure that documentation on Architectural Change Request Forms complies with the "as-built" specifications

F. The Architectural Committee will check plantings to ensure they meet height restrictions established in the Rules and Regulations document

G. The Architectural Committee will verify that there are no paint color discrepancies

If everything is in order, the Resale Inspection Report will indicate PASSED INSPECTION; and a copy of the report will be sent via US Mail to the Owner and Realtor. Documents will be 21 postmarked within fourteen (14) calendar days after receiving a written request.

If something needs attention, the Resale Inspection Report will indicate what needs to be changed, modified, or removed to receive a PASSED INSPECTION status. Changes will need to be completed prior to closing Escrow or by the new Owner within ninety (90) calendar days after taking possession of the Lot. The Committee will need to be notified in writing if the new Owner will be completing the required modifications after ownership change is completed.

12.1. Annual Rolling Inspection. The Board has required that the Architectural Committee not only perform a Resale Inspection at ownership change but also complete regular annual inspections of Canoa Vistas Lots. To

complete this task, the Architectural Committee has established an Annual Rolling Inspection. Each year, twelve (12) of the forty-eight (48) Residential Lots will be inspected for compliance with the Community Documents (CC&Rs & Rules and Regulations).

11.2.1. Annual Rolling Inspection Process:

- A. All owners are required to obtain an inspection by an Architectural Committee member once every 4 years
- B. Rolling Annual Inspections will be scheduled by the Architectural Committee for twelve (12) Lots at the beginning of each year
- C. Over the next twelve (12) months, the Architectural Committee will contact Owners to schedule an EXTERIOR review of the Residential Lot
- D. The Architectural Committee will contact the Board to ensure there are no outstanding sanctions, liens, or complaints for the Residential Lot
- E. The Architectural Committee will pull all past Architectural Change Request Forms for the Lot and verify that all visible external changes have approvals on file
- F. The Architectural Committee will check to ensure that documentation on Architectural Change Request Forms complies with the “as-built” specifications
- G. If a Lot has external changes that were approved verbally by a previous Architectural Committee member but those changes do not have an Architectural Change Request on file

11

(all changes prior to 2017), the Architectural Committee will include documentation to this effect for future reference.

H. The Architectural Committee will check plantings to ensure they meet height restrictions established in the Rules and Regulations document

If everything is in order, the Annual Rolling Inspection Report will indicate PASSED INSPECTION; and a copy of the report will be emailed to the Owner and placed in HOA files by Lot number.

If something needs attention, the Inspection Report will indicate what needs to be changed, modified, or removed to receive a PASSED INSPECTION status. If there are no complaints from other Owners on file, the changes will need to be completed prior to the next Annual Rolling Inspection review (4 years later) or before an ownership change of the Residential Lot is completed.

Article 12: Board of Directors and Architectural Committee – LIABILITY

Architectural Committee approval of an Architectural Change Request Form does not imply that the plans and specifications comply with engineering design practices, Federal, State, or County ordinances or that the proposed construction will not interfere with or disturb existing underground utilities. By approving the Architectural Change Request Form, neither the Architectural Committee nor Board of Directors assumes responsibility or liability for any defects in the project or structure(s) constructed.

Article 13: LANDSCAPING

13.1. Common Area Landscaping.

[Maintenance Committee]

13.1.1. Maintenance. Native growth and other plantings throughout the Common Areas shall not be destroyed, removed, trimmed, or thinned except by the Maintenance Committee or assignee. Canoa Vistas

directive is to save as much of the native growth and plantings as is possible, for as long as possible, in the Common Area of the Properties. Unless the growth is or may soon cause property damage, or is a potential hazard to homeowners, growth should be allowed to mature untethered with only trimming and thinning as required to maintain healthy growth.

13.1.2. Remediation. In the event that Common Area landscaping is removed or destroyed by any party other than the Maintenance Committee or assignee, the Maintenance Committee will require that Owner to replant or replace the removed growth with same. Costs for replacement or replanting will be borne by the Owner(s) responsible for such removal.

13.1.3. Change Requests. A Maintenance Request Form should be submitted to the Maintenance committee to request changes in Common Area native growth, plantings, or maintenance. The Committee will review the request, respond in writing to the Owner submitting the request, and will take appropriate actions to rectify the situation.

12

Maintenance Request Forms should be mailed to:

Canoa Vistas – Maintenance Committee

2980 Camino Del Sol # 115

Green Valley, Arizona 85622

Or, forms may be emailed to the Maintenance Committee's group mailbox at:

board@canoavistas.org

Note: Approval or disapproval of a Maintenance Request sometimes comes down to the annual budget. If there are no budgeted funds to complete the request, the Committee may need to delay the requested work or petition the Board for additional funding. However, in all cases the Maintenance Request Form will be returned with the results/comments to the submitting Owner within a thirty (30) calendar day period.

13.2. Residential Lot Landscaping

[Architectural Committee]

13.2.1. Courtyard or Backyard Landscaping. There are no restrictions on plantings within the 20 Courtyard or Backyard of a Residential Lot providing the following rules are observed:

A. Owner agrees to maintain plantings so that the plant/tree height does not exceed, or grow to exceed, the height of the Parapet Wall

B. Architectural Committee approval is required for any planting (tree, shrub, cactus) that exceeds, or will grow to exceed, the height of the Parapet Wall

13.2.2. Front Yard Landscaping. There are no restrictions on plantings within the Front Yard of a Residential Lot providing the following rules are observed:

A. Front Yard landscaping is limited to a regional Southwest Desert design that complements the existing Common Area plantings

B. Owner agrees to maintain plantings so that the plant/tree height does not exceed, or grow to exceed, the height of the Parapet Wall

C. Architectural Committee approval is required for any planting (tree, shrub, cactus) that exceeds, or will grow to exceed, the height of the Parapet Wall

D. Architectural Committee approval is required for any major renovation of the Front Yard including but not limited to elevation changes, adding retaining walls, driveway expansion, and walkway additions & removals

13.3. Landscaping Responsibilities.

A. The Owner accepts and assumes all responsibility for maintenance of plants, cactus, shrubs, and trees on the Lot so that there is no encroachment on adjacent Lots or Common Areas.

B. The Owner accepts and assumes all responsibility for any wall, foundation, or utility access damages caused by tree, shrub, and plant roots on their Lot, to any adjoining Lots, or Common Areas.

13.4. Weed Control. The Architectural Committee encourages all Owners to be proactive with weed control on their Lots. Weeds should be eradicated by the homeowner on a regular basis so as to minimize Encroachment on adjacent Lots or Common Areas.

13

13.5. Remediation. Failure to eradicate weeds for extended periods of time will result in the following:

A. Owner will be mailed (US Mail or email) written notification of what needs to be corrected and the date when weed eradication work is expected to be completed

B. If the Owner does not respond or correct the problem(s) within the stipulated period, the Architectural Committee will engage a Landscaping Company to complete weed eradication on the Lot

C. After contracted weed eradication is completed, the Owner will receive a Reimbursement Assessment for the amount of the Landscaping Company's invoice, plus a twenty-five dollar (\$25.00) Association administrative & coordination fee. Total amount is payable to Canoa Vistas, Inc. and is due upon receipt. See CC&Rs Article 6: Assessments – 6.5. Reimbursement Assessments.

Article 14: SIDEWALKS AND ROAD CURBING

[Maintenance Committee]

14.1. Sidewalks. Common Area sidewalks throughout the Property are maintained by the Maintenance Committee. Report any damaged or hazardous sidewalks to the Maintenance Committee by submitting a Maintenance Request Form.

Maintenance Request Forms should be mailed to:

Canoa Vistas – Maintenance Committee

2980 Camino Del Sol # 115

Green Valley, Arizona 85622

Or, forms may be emailed to the Maintenance Committee's group mailbox at:

board@CanoaVistas.com

NOTE: Sidewalks or walkways that are installed on a Lot are the responsibility of the Owner to repair/replace with all costs borne by the Owner.

14.1.1. Sidewalk obstructions.

A. Leaving water hoses, project equipment, or building materials on a Common Area sidewalk unmarked and/or unattended is not permitted. When an Owner requires the use of a Common Area sidewalk, hazard cones or barriers should be placed around the immediate work area. Remember that Common Area sidewalks are for community use and should be cleared of hazardous materials and equipment as soon as possible to avoid injuries.

B. Parking of vehicles on Common Area sidewalks is prohibited. Any damage caused by Service Vehicles or equipment parking on a sidewalk should be reported to the Maintenance Committee. Repair or replacement of damage caused by Service Vehicles will be the responsibility of that company and the Maintenance

Committee is required to document the damage to ensure payment is received and sidewalk repairs are completed.

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14.2. Road Curbing (gutters). Road curbing throughout the Property is maintained by the Maintenance Committee. Owners are not allowed to modify, alter water flow, or change road curbing at any time. Report any damaged or hazardous Road Curbing to the Maintenance Committee by submitting a Maintenance Request Form.

Maintenance Request Forms should be mailed to:

Canoa Vistas – Maintenance Committee
2980 Camino Del Sol # 115
Green Valley, Arizona 85622

, forms may be emailed to the Maintenance Committee's group mailbox at:

Maintenance@CanoaVistas.com

Article 15: EXTERIOR FIXTURES

Examples of Exterior Fixtures are listed but not limited to the items below:

- Low voltage or solar lighting
- Building and yard art & wall sculptures
- Bird feeders & birdhouses
- Water fountains (permanent structures or moveable self-contained units) • Wind Chimes, Windsocks, & Flags

[Maintenance Committee]

15.1. Common Areas - Exterior Fixtures. Placing or installing Exterior Fixtures in the Common

Area is prohibited. The only approved exceptions are Bird Feeders which require prior Maintenance Committee approval.

Maintenance Request Forms should be mailed to:

Canoa Vistas – Maintenance Committee
2980 Camino Del Sol # 115
Green Valley, Arizona 85622

Or, forms may be emailed to the Maintenance Committee's group mailbox at:

board@canoavistas.org

15.1.1. Bird Feeders. Installation of a bird feeder on Common Areas has special requirements. Because spilled seeds attract rodents, snakes, and other wildlife, the Association requires that the Owner comply with the following installation requirements:

- A. prior written approval from the Maintenance Committee
- B. installation is limited to two birdfeeders or hummingbird feeders
- C. ground seed blocks (i.e. quail feed, turkey feed, etc.) are not permitted
- D. Bird Feeders and hummingbird feeders have a height restriction of between five (5) and seven (7) feet above grade
- E. a catch pan, minimally 16 inches in diameter, needs to be installed to the bottom of seeded bird feeders to prevent accidental seed spillage by feeding birds

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1 F. When an Owner is not in residence (vacation, snowbird, etc.) all bird feeders must be removed from the Common Area. Any unattended or unmaintained bird feeders will be removed by the Maintenance Committee and placed in the Owner's backyard. The Maintenance Committee is not responsible for any accidental damage caused by the removal of the birdfeeder(s).

[Architectural Committee]

15.2. Residential Lot - Exterior Fixtures. Architectural Committee approval is not required for the addition of Exterior Fixtures providing the following rules are observed:

- A. proposed Exterior Fixture does not exceed the height of the Parapet Walls
- B. proposed Exterior Fixture does not generate noise that can be heard from adjacent Lots
- C. proposed Exterior Fixture, placed/installed in the Front Yard, does not exceed six (6) items in total to help avoid a cluttered appearance within the Community

Note: A cluster or themed grouping (family of decorative quail, or javalinas, or coyotes, etc.) is considered one item.

A Low Voltage or Solar Lighting for walkways, building features, or plant accent lighting does not exceed twenty-four (24) inches in height, and is hooded or shielded to limit visibility from adjacent lots and meet County ordinances (Dark Sky Initiative)

B Seasonal/Holiday lighting and decorations may be installed forty-five (45) calendar days prior and must be removed fifteen (15) calendar days after the season/holiday associated with the lighting and decorations

C replacement carriage lights on the front of residential garages should be bronze, antique brass, or black in color, approximately six (6) to eight (8) inches in width and fourteen (14) to sixteen (16) inches in length, be operated dusk-to-dawn by a photo electric switch (electric eye), and illuminate via a clear, white or yellow bulb up to 60 watts (standard lightbulb or equivalent LED, florescent bulb, or halogen bulb)

D. there are no restrictions on the replacement of front or rear door porch lights providing County Dark Sky ordinances are met

E. a maximum of two (2) flags (US, State, Native American, MIA/POW, military branch, athletic team, or seasonal) may be flown from garage mounted flag poles. Flagpole length should not exceed five (5) feet. Flag size should not exceed three (3) feet by five (5) feet.

F Bird feeders, birdhouses, and other similar items may not be mounted higher than seven (7) feet above grade and should be placed in the Backyard or Courtyard. 35 maximum of two feeders are allowed per Lot to limit the potential of creating a nuisance or damage to neighboring properties (spilled/discarded seed may attract rodents, snakes, and javelina). When the Owner is not in residence or when such items are no longer in use, they should be removed.

1 **Article 16: PAINT COLOR AND FINISH** 2 (Amended by Board of Directors, November 20, 2020)Amended 2/2025

[Architectural Committee]

The Architectural Committee encourages Owners to repaint when existing paint is peeling, chipping, or has severe fading caused by prolonged exposure to sun and elements.

16.1. Painting Restrictions. Architectural Committee approval is not required for the repainting of existing stucco walls, garage doors, wood siding, exposed foundations, or roof parapets providing the following rules are observed:

11 A. An Owner is not allowed to modify, or cause to be modified, the existing color of the exterior slump block walls, fencing walls, or fencing pillars. This includes but is not limited to stuccoing, whitewashing, or painting of the slump block. Pressure washing and sealing of slump block walls is allowed providing a clear sealer is used.

B. An Owner can not deviate from the existing Canoa Vistas paint colors and scheme as detailed in 16.2.

18 **Note:** Color tints are available at local hardware stores and home improvement centers by asking for Canoa Vistas HOA colors. For our Member's convenience, Canoa Vistas Paint Color samples (Dunn-Edwards paint chips) are available by emailing the Architectural Committee at board@canoavistas.org

16.2. Canoa Vistas Paint Colors. (NOTE: Dunn-Edwards are suggestions, other brands have comparable colors. Color tints are available at local hardware stores by asking for Canoa Vistas paint colors.

Updated 2/2025

Porch or Patio Under-hang, Rafters,
Fascia, Posts and Beams Fascia,

Dunn-Edwards: DEC 756 – Weathered Brown

Wood Siding, Porch Soffits Garage Doors, Wooden Parapet walls (commonly located toward the rear of the roof),

Security Shutters, Storm Doors, Stem Walls,
Electrical Boxes, Garage Downspouts

Dunn-Edwards: DEC 718 – Mesa Tan

Stucco Siding

Dunn-Edwards: DEC 711 – Cliff Brown

Metal or Iron Fencing, Window Security Bars and Doors,
Courtyard Gates, Backyard Gate—

Black

Parapet Walls (which are vertical extensions of the roof and commonly re-coated with the roof). Elasek Solar Tek—TAN

NOTE: Silicone roof coating can be used for roofs but NOT on parapet walls

Article 17: WALLS – Residential, Garage, Courtyard and Patio

(Architectural Committee)

17.1. Exterior Side. Architectural Committee approval is required for any change to size, shape, color, or texture of the exterior side of the Residential, Garage, Courtyard or Patio walls.

A. repairs and replacement of damaged walls should be with “like” material so as to maintain continuity within the community

17.2. Interior Side. Changes to texture or color of the interior side of the Residential, Garage, Courtyard or Patio wall does not require Architectural Committee approval providing the following rules are observed:
A. Residential, Garage, Courtyard or Patio “interior” Wall changes in texture or color are permitted if the changes are not visible from the street

Article 18: FENCING AND GATES – Courtyard and Backyard

[Architectural Committee]

18.1. Repair of Existing Fencing and Gates Architectural Committee approval is not required for maintenance and repair of existing fencing and gates provided the following rules are observed:

- A. There is no change to size, height, shape, color, or texture of the slump block or metal fencing in the Courtyard or Backyard
- B. Replacement of a Courtyard gate must be either plain in design or have an appropriate Southwest theme
- C. Courtyard and Backyard gates and fences may be modified to have Javelina proof mesh or wrought iron installed
- D. Backyard metal fencing and gate should be repaired or replaced with “like” materials so as to maintain continuity within the community
- E. Color of gate, mesh, and fencing is black (see Article 16: Paint Color and Finish)

18.2. Replacement of Existing Fencing Architectural Committee approval is required for replacement of existing Fencing.

- A. An Architectural Change Request Form is required to change the appearance, size, shape height, or texture of the Courtyard and Backyard fencing.
- B. An Architectural Change Request Form is required to replace Courtyard or Backyard slump block fencing with metal fencing, or slump block pillar with metal fence inserts

Article 19: COPINGS

[Architectural Committee]

- A. Copings are to remain slump block in construction and without change to color, shape, size, or texture.
- B. Repairs & replacement of damaged coping should be with “like” material so as to maintain continuity within the community.

Article 20: SECURITY - Window Bars, Shutters, Doors, & Gates

[Architectural Committee]

Architectural Committee approval is not required for the installation of window security bars, security shutters, security doors, security gates, and storm doors providing the following rules are observed:

- A. Installation of Window Bars and/or Front Entry Security Gates (metal or wrought iron construction) should be either plain (no design) or contain a southwest appropriate design. Color should be black (see Paint Color & Finish)
- B. Installation of Security Shutters & Storm Doors should be Mesa Tan in color (see Paint Color & Finish)

Article 21: HVAC UNIT (Heating, Ventilation, and Air Conditioning)

[Architectural Committee]

Architectural Committee approval is not required for replacement of HVAC units providing the following rules are observed:

- A. there is NO restriction in the size, shape, color, or height of a roof mounted replacement HVAC unit provided the unit is installed in the original location behind the Parapet Walls
- B. window mounted HVAC units are prohibited
- C. installation of Ductless Air Conditioning units requires the Owner to submit an Architectural Change Request for approval prior to installation

Special NOTE: Neighborhood Aesthetic Consideration

While there are no restrictions for a replacement HVAC Unit, consider the height & color when selecting a new roof mounted HVAC unit. As new air conditioners continue to become more efficient they also have grown in size to accommodate the larger cooling coils & fans. Consider having new HVAC units (exterior metal, plastic, or fiberglass panels) painted tan or beige by the manufacturer or installer to minimize visibility from Lots at higher elevations.

Article 22: RAMADA, PERGOLA, AND PATIO ENCLOSURES

[Architectural Committee]

22.1. Requirements and Approvals. Architectural Committee approval is required for installation of all permanent Patio Extensions & Enclosures, Ramada's, or Pergola structures. Rules for adding a Ramada, Pergola, or Patio Extension or Enclosure follow:

- A. Architectural drawings or renderings showing the location on the Lot, footprint, and building materials are required.
- B. Ramada or Pergola type permanent structures may be built of wood, metal, or block materials
- C. The height of a Ramada or Pergola structure cannot exceed the height of the townhome's Parapet Wall.
- D. Enclosing an existing Patio to create a Screened Patio with metal or wood frames and metal, fabric or solar screen panels requires Architectural Committee approval

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- E. Enclosing an existing Patio to create an Arizona Room or Sun Room requires the Owner to secure approval for County Building Permits and an Architectural Committee approval.

The Architecture Change Request Form, list of build materials, architectural drawings, and a Lot diagram with location of existing and new structures should be sent to the Architectural Committee.

Mail to:

Canoa Vistas – Architectural Committee

2980 Camino Del Sol # 115

Green Valley, Arizona 85622

Or email

board@canoavistas.org

Article 23: AWNINGS, SUNSHADES, AND SUNSCREENS 17

[Architectural Committee]

Installation of exterior sunshades or screens does not require approval from the Architectural Committee provided the following rules are observed:

- A. Sunshade or screen material (fabric, wood, screen, metal) should be of a color that coordinates with the existing HOA color scheme (see Paint Colors and Finishes)
- B. Installation of permanent or retractable Patio Awnings requires Architectural Committee approval prior

to installation.

- A Good Neighbor Policy form may be required from abutting Lot Owners by the Architectural Committee.

C. Retractable awnings are limited to a full extension of ten (10) feet. Automatic retraction features are recommended as winds gusts can quickly exceed awning wind ratings

Architectural Change Request Form and all accompanying documentation should be mailed to:

Canoa Vistas – Architectural Committee

2980 Camino Del Sol # 115

Green Valley, Arizona 85622

Oremail

board@CanoaVistas.com

Article 24: DETACHED ACCESSORY BUILDINGS (out-buildings)

[Architectural Committee]

The Architectural Committee defines Out-Buildings or Detached Accessory Buildings as Storage Sheds, Gazebos, Greenhouses, etc. All Detached Accessory Buildings require Architectural Committee approval and Good Neighbor Policy Forms from abutting Lot Owners. The following rules need to be observed:

A. Detached Accessory Buildings can be built only in the Backyard of a Residential Lot

B. Maximum height allowed for a Detached Accessory Building is ten(10) feet

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C. Maximum dimensional size (footprint) allowed for a Detached Accessory Building is ten (10) 2 foot by ten (10) foot

D. Minimum setbacks must be in accordance with applicable Pima County building codes

E. Architectural drawings or renderings showing location on lot, footprint, and build materials must be provided when submitting an Architectural Change Request for Committee approval

Architectural Change Request Form and all accompanying documentation should be mail to:

Canoa Vistas – Architectural Committee

2980 Camino Del Sol # 115

Green Valley, Arizona 85622

Or email to the Architecture Committee's group mailbox at:

board@canoavistas.org

Article 25: FIRE PIT OR OTHER FIRE FEATURES

[Architectural Committee]

Installation of a permanent or self-contained Outdoor Fire Pit or other Fire Feature in the Backyard or Courtyard does not require Architectural Committee approval providing the following rules are observed:

A. the fire feature is lower than the Backyard or Courtyard wall

B. Any fire feature that is higher than the Backyard or Courtyard wall will require an Architectural Change Request, drawings or renderings showing location on lot, footprint, and build materials. Good Neighbor Policy Form will be required from Owners of abutting Lots.

Article 26: WATER FOUNTAIN OR OTHER WATER FEATURES

[Architectural Committee]

Installation of a permanent or self-contained Water Fountain or other Water Feature in the Backyard or Courtyard does not require Architectural Committee approval providing the following rules are observed:

- A. the Water Fountain or Feature is lower than the Backyard or Courtyard wall
- B. Any Water Fountain or Feature that is higher than the Backyard or Courtyard wall will require an Architectural Change Request, drawings or renderings showing location on lot, footprint, and build materials. Good Neighbor Policy Form will be required from Owners of abutting Lots.

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ARTICLE 27: AMATEUR RADIO ANTENNA

[Architectural Committee]

Amateur Radio Antenna installation requires approval from the Architectural Committee and should follow the rules listed below:

- A. no radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot
- B. Permanent, Retractable, or Temporary ground mounted Amateur Radio Antennas are restricted to the Backyard or Patio of the Residential Lot
- C. Roof top, Common Wall, Parapet, or fence antenna mountings are prohibited
- D. Mooring lines (if required) may not encroach on adjacent Lots or Common Areas.
- E. Good Neighbor Policy Forms will be required from Owners of abutting Lots

Article 28: SATELLITE DISH AND TV ANTENNA

[Architectural Committee]

Installation of TV Satellite Dish or TV Antenna does not require approval from the Architectural Committee provided the following rules are followed:

- A. only one (1) TV Satellite Dish and one (1) TV Antenna installation is allowed per Lot without prior approval from the Architectural Committee
- B. maximum diameter of the TV Satellite Dish is one meter (about 3 feet, as provided by most satellite manufacturers)
- C. to promote Community continuity and aesthetics the following mounting locations are recommended:
 - 1. mounted behind Courtyard wall at a height so that the dish or antenna is not visible from the street
 - 2. mounted in the Backyard at a height so that dish or antenna is not visible from street
 - 3. mounted on the roof behind Parapet Walls at a height so that the dish or antenna is not visible from the street (*the most common mounting location in Canoa Vistas*)

Article 29: SOLAR ENERGY DEVICE – Solar Panel & Solar Water Heater

[Architectural Committee]

Installation of Solar Panels and/or Solar Water Heaters requires approval from the Architectural Committee. To promote Community continuity the following mounting locations are recommended:

- A. behind the Courtyard wall at a height so that the Solar Energy Device is not visible from the 41 street or by abutting Lots
- B. in the Backyard at a height so that the Solar Energy Device is not visible from the street or by abutting lot
- C. roof mounted behind Parapet Walls at a height so that the Solar Energy Device is not visible from street

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29.1. Restrictions.

- A. Installation of Solar Energy Devices on Common Areas is prohibited
- B. Installation of mooring lines or mounting brackets on Common Areas is prohibited. All mooring lines and mounting brackets should be contained within the Residential Lot.
- C. Installation of mooring lines or mounting brackets on Common or Residential Walls requires a Good Neighbor Policy Form from abutting Lot Owners.

NOTE: Caution should be taken to ensure mounting locations (roof, walls, etc.) can support the added weight of the Solar Energy Device and any weather related stresses that may incur (i.e. wind shear). The Architectural Committee recommends, but does not require, that the Owner request an engineering review of the mounting location prior to installation.

Article 30: RESIDENTIAL WASTE COLLECTION

[Architectural Committee]

Canoa Vistas residential waste collection is exclusively contracted to Republic Services. New Owners must contact Republic Services Customer Services to setup an account and start collection services.

30.1. Background. In March 2013, the Board of Directors signed a reduced rate agreement with Republic Services for the exclusive right to collect and dispose of residential waste and recyclables in Canoa Vistas. The agreement is automatically renewed for successive 12 month terms in March of 23 each year. Residential waste and recycle receptacles are furnished by Republic Services when a Owner's account is established. All residential waste and recycle materials should be contained completely within the appropriate receptacle. Waste and recycle receptacles are emptied at curbside by Republic Services on a weekly basis (Thursdays).

30.2. Storage. Waste and Recycle receptacles must be stored by the Owner in a location that is not visible from the street (most homeowners use their Garage). Receptacles may be moved curbside for collection the evening before pickup and should be returned to the storage location the evening after collection. However, it is recommended that receptacles be moved curbside the morning of pickup to avoid Javelina and Coyote scavenging messes.

34 Important Note: Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes. Each of these terms is defined by applicable federal, state or local laws and regulations. Title to Waste Materials is transferred to Republic Services when loaded into a Republic Services truck with the exclusion of any non-collectable items listed above. Title to non-collectable materials remains with the Owner and at no time will it pass to Republic Services.

It is the responsibility of the Owner to safely store and dispose of non-collectable materials. There is usually an annual Green Valley community "hazardous materials disposal day" in March/April. Paint, motor oil, car batteries, tires, old medications, old electronics, etc. can be disposed of for a small monetary

donation. Or, most non-collectable materials can also be taken to the Sahuarita Landfill/Transfer Station at 16606 S. La Canada Dr. for a variable disposal fee.

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1 **Article 31: HOA POLICY ENFORCEMENT** 2 (Approved November 8, 2019)

3

4 **31.1. Policy Violation Notification**

5 If any Owner, his/her family member, tenant, guest, or invitee violates the Association's Declaration or 6
Rules and Regulations as noted by, or reported to, the Board of Directors, an authorized Association 7
representative will contact the Owner in writing (via email or U.S. Postal Service). The Owner will be 8
informed of the violation and asked to remedy the situation within the time period stated in the Policy 9
Violation Notification document.

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11 **31.1.1. The Policy Violation Notification shall provide:**

12 A. the rule or restriction that allegedly has been violated

13 B. the date(s) the violation was observed

14 C. the action(s) required to remedy the violation

15 D. the date the violation is expected to be remedied

16 E. process that the Board of Directors will follow if the violation is not remedied 17

18 **31.1.2. Special Board Meeting**

19 If the Owner does not remedy the violation within the time period stated in the Policy Violation 20
Notification, or the violation(s) requires the Association to fund repairs or corrective actions, a 21 Special
Board Meeting will be convened to review the violation(s) and identify the Associations 22 next actions. Next
actions may include:

23 A. begin Punitive Action Process

24 B. notifying the Owner of a required meeting with the Board of Directors to resolve the 25 violation(s)
with, or without, Punitive Action

26 C. written notification to the Owner of the Board of Directors resolution as directed by 27 majority
vote

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30 **Article 32: HOA POLICY VIOLATIONS – PUNITIVE ACTION 31**

(Approved November 8, 2019)

32 (Amended November 20, 2020)

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34

35 *(Architectural and Maintenance Committee)*

36 **32.1 Punitive Action Process.**

37 A. There shall be no fines assessed until the Owner of the alleged violation(s) has been 38 given written
notice and the opportunity to appeal the violation(s). 39 B. The Board of Directors shall convene a Special
Board Meeting (Closed Session) allowing 40 the Owner to appeal the violation(s)

41 C. The Board of Directors shall render a final decision by majority vote after the Owner's 42 appeal has
been heard (Closed Session without Owner in attendance) 43

44 **32.2. Scale of Fines .**

45 **32.2.1. Architectural Policy Violations** (Individual Lot violations)

A. First (1st 46) violation \$100.00

25

B. Second (2nd 1) violation within a twelve (12) calendar month period \$250.00 2

3 **NOTE:** Architectural Policy Violation fines are due and payable within a thirty (30) day 4 period. Interest
will be assessed after the 30-day period commensurate to that of 5 Assessments as documented in the HOA
Declaration; Article 6; Section 6.8: Remedies of 6 the Association for Non-Payment of Assessments.

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8 **32.2.2. Maintenance Policy Violations** (HOA Common Area violations) A. First (1st 9) violation \$250.00 10
Plus any costs associated with labor and materials for replanting, replacement, 11 or repairs of the Common
Areas
B. Second (2nd 12) violation within a twelve (12) calendar month period \$500.00 13 Plus any costs associated
with labor and materials for replanting, replacement, 14 or repairs of the Common Areas
15 C. In the case of a parking violation the Board may have a vehicle(s) towed. The owner 16 of the vehicle
will be responsible for any towing and storage fees. 17
18 **NOTE:** Other than parking violations, Maintenance Policy Violation fines will take the 19 form of a
Replacement Assessment and are enforced in the same manner as Annual & 20 Special Assessments. The
Association's remedy for non-payment within a thirty (30) day 21 period is documented in the HOA
Declaration: Article 6; Section 6.8: Remedies of the 22 Association for Non-Payment of Assessments.
23