

Canoa Vistas Inc.

Rules and Regulations

Approved by the Board of Directors: December 13, 2018

(Amended: November

(Amended: November 20, 2020)

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(Approved by Board of Directors: November 8, 2019)

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Article 1: Definitions

- 1.01. Architectural Change Request** an HOA provided form required to notify the Architectural Committee of plans for work that would alter the exterior appearance of a Lot.
- 1.02. Architectural Committee** Committee consisting of volunteer Members appointed by the Board of Directors to assist in reviewing and evaluating plans for work that would alter the exterior appearance of a Lot.
- 1.03. Association** means Canoa Vistas, Inc., an Arizona non-profit corporation, its successors and assigns
- 1.04. Backyard** the portion of the Lot between the Patio and back wall/gate
- 1.05. Board** means the Board of Directors for Canoa Vistas Inc.
- 1.06. CC&Rs** means the Declaration of Conditions, Covenants, and Restrictions for Canoa Vistas, Inc. a legally binding document as filed in Pima County, Arizona
- 1.07. Common Area** means the real property designated on the Plat as Common Areas A and B
- 1.08. Community** means the Properties of Canoa Vistas
- 1.09. Copings** the top portion of a Common, Residential, Parapet, Patio, Courtyard, or Backyard Wall
- 1.10. Courtyard** the enclosed portion of a Lot located in front of the residence and behind the front wall/gate
- 1.11. Declaration** (see CC&Rs definition)
- 1.12. Dwelling Unit** means the real property and improvements placed upon or within the boundary of any Lot
- 1.13. Front Yard** The portion of the Lot between the street and Courtyard
- 1.14. Good Neighbor Policy Form** an HOA provided form used to solicit opinions from adjacent neighbors for proposed exterior Lot alterations
- 1.15. Lot** means an individual numbered plot of land shown on the Plat including any improvements constructed or under construction thereon
- 1.16. Maintenance Committee** Committee consisting of volunteer Members appointed by the Board of Directors to assist the Board in management of all Common Areas throughout the 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

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.

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

Architecture@CanoaVistas.com

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.

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 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.

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.

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:

Maintenance@CanoaVistas.com

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 any 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.

Completed forms should be mailed to:

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

1
2 **2.4. Parking Exception Request Form.** (Added by Board of Directors 11-20-2020) Owner
3 requests for Exceptions to Designated Parking Rules pertaining to Guest Parking Areas should be
4 submitted to the Maintenance Committee using a Parking Exception Request Form.
5

6 For our Members' convenience, blank Parking Exception Request Forms are available on the Canoa
7 Vistas HOA website or from a member of the Maintenance Committee.
8

9 Completed Parking Exception Request Forms should be mailed to:

10 **Canoa Vistas – Maintenance Committee**
11 **2980 Camino Del Sol # 115**
12 **Green Valley, Arizona 85622**
13

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

15 **Maintenance@CanoaVistas.com**
16

17 The Committee will review the request, approve or disapprove, comment and return the Parking
18 Exception Request Form within a fifteen (15) calendar day period. There is no administration fee for
19 submitting, reviewing, or approving the Parking Exception Request Form.
20

21 **2.4.1 Parking Exception Request – Process.** Approval or disapproval of the Owner's request
22 is determined solely by the Maintenance Committee. In the event a conflict of interest is
23 identified within the Maintenance Committee, or if a member of the Committee is submitting
24 the Parking Exception Request Form, that Committee member is required to recuse him or
25 herself from the approval process. If remaining members of the Committee cannot reach a
26 conclusion to approve or disapprove the Maintenance Request, the Board will be engaged to
27 make that decision.
28

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

[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

[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.

1 The general rules of law regarding party walls and liability for property damage due to negligence or
2 willful acts or omissions shall apply. Repair, maintenance, and replacement costs of a Residential Wall
3 are borne entirely by the owner of the residence enclosed by that wall. Reasonable access for the
4 purpose of maintenance and repair should be permitted by the adjacent Lot Owner upon request.

5
6 An Owner may not penetrate, or cause to be penetrated a Residential Wall without written consent
7 from the adjacent Owner (a Good Neighbor Policy Form will suffice). This includes, but is not limited to,
8 the building or support of additional structures, landscaping trellis, radio antenna, television antenna or
9 satellite dish, or the attachment of wall art.

10
11 Owners of Lots bordering on the Common Areas within the Properties are responsible for all costs to
12 repair, maintain, or replace walls adjacent to those Common Areas (by definition they are considered
13 Residential Walls).

14 15 16 **Article 6: MANAGEMENT OF PROJECTS**

17
18 *[Architectural Committee]*

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

22
23 At the completion of the project, all materials, supplies, equipment, signs, trash, and debris must be
24 removed within a fourteen (14) calendar day period. It is the sole responsibility of the Owner to make
25 sure that contractors return all Common Areas used for Lot access to their original condition.

26 27 28 **Article 7: COMMON AREA STORAGE RULES**

29
30 *[Maintenance Committee]*

31 **7.1. Long-Term Storage.** Storage of Residential Lot items is not allowed on any Common Area
32 throughout the Properties. Residential items such as, but not limited to, building materials, lumber,
33 brick, block, pavers, fire wood, trash cans, composting equipment, yard maintenance equipment, yard
34 waste (weeds, tree trimmings), etc. must be confined on the Residential Lot (garage, Courtyard,
35 Backyard, or Patio). There are no exceptions to this restriction. Upon written notification by the
36 Maintenance Committee, an Owner will have seven (7) calendar days to comply or sanctions will be
37 assessed by the Board of Directors.

38
39 **7.2. Temporary Usage.** When major home re-construction or landscaping work is scheduled,
40 the Owner may request the use of a Common Area adjacent to or behind their Lot for the temporary
41 storage of construction or landscaping items. Prior written approval from the Maintenance Committee
42 is required before any usage of Common Area occurs.

43
44 Owners are required to submit a Maintenance Request Form and detail what will be stored and how
45 long it will be stored on Common Areas. The Maintenance Committee will reply within thirty (30)
46 calendar days with instructions of what is allowed and what is not allowed on Common Areas. Storage
47 of, but not limited to, chemicals, paint, and hazardous materials will NOT be allowed on Common Areas.

1
2 After Temporary Usage of Common Areas has ended, the Owner is responsible for returning the area
3 used, including access to that area, to “like or better condition” within fourteen (14) calendar days. A
4 review of the area’s condition will be completed by the Maintenance Committee and a written report
5 provided to the Owner. Any issues will be listed in the report and the Owner will have an additional
6 seven (7) calendar days to make those corrections. Any corrections that still exist will then be addressed
7 by the Maintenance Committee or assignee. The responsible Owner will be assessed the cost of the
8 cleanup plus a twenty-five dollar (\$25.00) administrative fee in the form of a Reimbursable Assessment
9 (CC&R Article-6 Section 6.5. Reimbursement Assessments)
10
11

12 **Article 8: OWNER DISPUTES**

13
14 *[Architectural Committee]*

15 In planning and executing architectural or landscaping changes, Owners are urged to take into account
16 the potential effects on neighbors and the Properties in general. In the event that a dispute arises which
17 cannot be resolved by the parties involved, a signed written request with each party’s viewpoint should
18 be sent to the Architectural Committee for a review of the issue(s). The Architectural Committee may
19 invoke a work stoppage until the dispute is resolved.
20

21 Documents should be mailed to:

22 **Canoa Vistas – Architectural Committee**
23 **2980 Camino Del Sol # 115**
24 **Green Valley, Arizona 85622**
25

26 Or, emailed to the Architecture Committee’s group mailbox at:

27 **Architecture@CanoaVistas.com**
28

29 If the dispute is unresolvable by the Committee, the issue(s) will be forwarded by the Committee to the
30 Board for review and decision. All decisions by the Board are final and binding. Neither the
31 Architectural Committee nor the Board of Directors will be party to any dispute.
32
33

34 **Article 9: WORK STOPPAGE**

35
36 *[Architectural Committee]*

37 If the Architectural Committee finds that exterior modifications or landscaping changes have been made
38 outside the CC&Rs, or Rules and Regulations, or without an approved Architectural Change Request
39 Form, or that modifications do not conform to the approved Form as submitted; then the Architectural
40 Committee will start corrective actions. Corrective actions may include working with the Board to
41 impose an immediate work stoppage, appropriate monetary penalties, and/or require the Owner to
42 return all changes made to original condition or function.
43

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
- E. Service Vehicle overnight parking is prohibited
- F. 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 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
- 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.

[Maintenance Committee]

10.5 Parking Rule Exceptions: The Maintenance Committee 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 six months for November 1 – April 30 and from May 1 – October 31. 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:
Architecture@CanoaVistas.com

- 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 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

(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.

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:

Maintenance@CanoaVistas.com

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 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.

13.5. 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:

Maintenance@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.

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

Or, 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:

Maintenance@CanoaVistas.com

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. Birdfeeders 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 birdfeeders to prevent accidental seed spillage by feeding birds

- 1 F. When an Owner is not in residence (vacation, snowbird, etc.) all birdfeeders must be
2 removed from the Common Area. Any unattended or unmaintained birdfeeders will be
3 removed by the Maintenance Committee and placed in the Owner's backyard. The
4 Maintenance Committee is not responsible for any accidental damage caused by the
5 removal of the birdfeeder(s).
6

7 *[Architectural Committee]*

8 **15.2. Residential Lot - Exterior Fixtures.** Architectural Committee approval is not
9 required for the addition of Exterior Fixtures providing the following rules are observed:

- 10 A. proposed Exterior Fixture does not exceed the height of the Parapet Walls
11 B. proposed Exterior Fixture does not generate noise that can be heard from adjacent Lots
12 C. proposed Exterior Fixture, placed/installed in the Front Yard, does not exceed six (6)
13 items in total to help avoid a cluttered appearance within the Community *Note: A*
14 *cluster or themed grouping (family of decorative quail, or javalinas, or coyotes, etc.) is*
15 *considered one item.*
16 D. Low Voltage or Solar Lighting for walkways, building features, or plant accent lighting
17 does not exceed twenty-four (24) inches in height, and is hooded or shielded to limit
18 visibility from adjacent lots and meet County ordinances (Dark Sky Initiative)
19 E. Seasonal/Holiday lighting and decorations may be installed forty-five (45) calendar days
20 prior and must be removed fifteen (15) calendar days after the season/holiday
21 associated with the lighting and decorations
22 F. replacement carriage lights on the front of residential garages should be bronze, antique
23 brass, or black in color, approximately six (6) to eight (8) inches in width and fourteen
24 (14) to sixteen (16) inches in length, be operated dusk-to-dawn by a photo electric
25 switch (electric eye), and illuminate via a clear, white or yellow bulb up to 60 watts
26 (standard lightbulb or equivalent LED, florescent bulb, or halogen bulb)
27 G. there are no restrictions on the replacement of front or rear door porch lights providing
28 County Dark Sky ordinances are met
29 H. a maximum of two (2) flags (US, State, Native American, MIA/POW, military branch,
30 athletic team, or seasonal) may be flown from garage mounted flag poles. Flagpole
31 length should not exceed five (5) feet. Flag size should not exceed three (3) feet by five
32 (5) feet.
33 I. Bird feeders, birdhouses, and other similar items may not be mounted higher than
34 seven (7) feet above grade and should be placed in the Backyard or Courtyard. A
35 maximum of two feeders are allowed per Lot to limit the potential of creating a
36 nuisance or damage to neighboring properties (spilled/discarded seed may attract
37 rodents, snakes, and javelina). When the Owner is not in residence or when such items
38 are no longer in use, they should be removed.
39
40

Article 16: PAINT COLOR AND FINISH

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

[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:

- 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.

Note: Dunn-Edwards equivalent color tints are available at local hardware stores and home improvement centers. Some of the equivalent tinted paints weather and fade differently than the Dunn-Edwards manufactured paints. For our Member's convenience, Canoa Vistas Paint Color samples (Dunn-Edwards paint chips) are available by emailing the Architectural Committee at **Maintenance@CanoaVistas.com**

16.2. Canoa Vistas Paint Colors. (NOTE: Paint colors updated 7-17-19 due to availability)

Porch or Patio Under-hang, Rafters, Fascia, Posts and Beams	Dunn-Edwards: DEC 756 – Weathered Brown
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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
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Stucco Siding	Dunn-Edwards: DEC 711 – Cliff Brown
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Metal or Iron Fencing, Window Security Bars and Doors, Courtyard Gates, Backyard Gate	Black
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Parapet Walls (which are a vertical extensions of the roof and commonly re-coated with the roof).	Elastek Solar Tek Extreme #120 – Desert Tan
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NOTE: Silicone roof coating is not to be used for roofs or these parapet walls.

Corrected 2-23-2021

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

- 1 E. Enclosing an existing Patio to create an Arizona Room or Sun Room requires the Owner to
2 secure approval for County Building Permits and an Architectural Committee approval.
3

4 The Architecture Change Request Form, list of build materials, architectural drawings, and a Lot diagram
5 with location of existing and new structures should be sent to the Architectural Committee.
6

7 Mail to:

8 **Canoa Vistas – Architectural Committee**
9 **2980 Camino Del Sol # 115**
10 **Green Valley, Arizona 85622**
11

12 Or email to the Architecture Committee’s group mailbox at:

13 **Architecture@CanoaVistas.com**
14
15

16 **Article 23: AWNINGS, SUNSHADES, AND SUNSCREENS**

17
18 *[Architectural Committee]*

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

- 21 A. Sunshade or screen material (fabric, wood, screen, metal) should be of a color that
22 coordinates with the existing HOA color scheme (see Paint Colors and Finishes)
23 B. Installation of permanent or retractable Patio Awnings requires Architectural Committee
24 approval prior to installation.
25 • A Good Neighbor Policy form may be required from abutting Lot Owners by the
26 Architectural Committee.
27 C. Retractable awnings are limited to a full extension of ten (10) feet. Automatic retraction
28 features are recommended as winds gusts can quickly exceed awning wind ratings.
29

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

31 **Canoa Vistas – Architectural Committee**
32 **2980 Camino Del Sol # 115**
33 **Green Valley, Arizona 85622**
34

35 Or email to the Architecture Committee’s group mailbox at:

36 **Architecture@CanoaVistas.com**
37
38

39 **Article 24: DETACHED ACCESSORY BUILDINGS (out-buildings)**

40
41 *[Architectural Committee]*

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

- 45 A. Detached Accessory Buildings can be built only in the Backyard of a Residential Lot
46 B. Maximum height allowed for a Detached Accessory Building is ten(10) feet

- C. Maximum dimensional size (footprint) allowed for a Detached Accessory Building is ten (10) 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:
Architecture@CanoaVistas.com

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.

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 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 Lots
- C. roof mounted behind Parapet Walls at a height so that the Solar Energy Device is not visible from street

1 **29.1. Restrictions.**

- 2 A. Installation of Solar Energy Devices on Common Areas is prohibited
- 3 B. Installation of mooring lines or mounting brackets on Common Areas is prohibited. All
- 4 mooring lines and mounting brackets should be contained within the Residential Lot.
- 5 C. Installation of mooring lines or mounting brackets on Common or Residential Walls requires
- 6 a Good Neighbor Policy Form from abutting Lot Owners.
- 7

8 **NOTE:** Caution should be taken to ensure mounting locations (roof, walls, etc.) can support the

9 added weight of the Solar Energy Device and any weather related stresses that may incur (i.e.

10 wind shear). The Architectural Committee recommends, but does not require, that the Owner

11 request an engineering review of the mounting location prior to installation.

12

13

14 **Article 30: RESIDENTIAL WASTE COLLECTION**

15

16 *[Architectural Committee]*

17 Canoa Vistas residential waste collection is exclusively contracted to Republic Services. New Owners

18 must contact Republic Services Customer Services to setup an account and start collection services.

19

20 **30.1. Background.** In March 2013, the Board of Directors signed a reduced rate agreement

21 with Republic Services for the exclusive right to collect and dispose of residential waste and recyclables

22 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

24 Owner's account is established. All residential waste and recycle materials should be contained

25 completely within the appropriate receptacle. Waste and recycle receptacles are emptied at curbside

26 by Republic Services on a weekly basis (Thursdays).

27

28 **30.2. Storage.** Waste and Recycle receptacles must be stored by the Owner in a location that is

29 not visible from the street (most homeowner's use their Garage). Receptacles may be moved curbside

30 for collection the evening before pickup and should be returned to the storage location the evening

31 after collection. However, it is recommended that receptacles be moved curbside the morning of pickup

32 to avoid Javelina and Coyote scavenging messes.

33

34 ***Important Note:*** Waste Materials shall not contain any hazardous materials, wastes or substances; toxic

35 substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or

36 radioactive wastes. Each of these terms is defined by applicable federal, state or local laws and

37 regulations. Title to Waste Materials is transferred to Republic Services when loaded into a Republic

38 Services truck with the exclusion of any non-collectable items listed above. Title to non-collectable

39 materials remains with the Owner and at no time will it pass to Republic Services.

40

41 It is the responsibility of the Owner to safely store and dispose of non-collectable materials. There is

42 usually an annual Green Valley community "hazardous materials disposal day" in March/April. Paint,

43 motor oil, car batteries, tires, old medications, old electronics, etc. can be disposed of for a small

44 monetary donation. Or, most non-collectable materials can also be taken to the Sahuarita

45 Landfill/Transfer Station at 16606 S. La Canada Dr. for a variable disposal fee.

46

**Addenda to
Canoa Vistas, Inc
Rules and Regulations**

Article 31: HOA POLICY ENFORCEMENT

(Approved November 8, 2019)

31.1. Policy Violation Notification

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

31.1.1. The Policy Violation Notification shall provide:

- A. the rule or restriction that allegedly has been violated
- B. the date(s) the violation was observed
- C. the action(s) required to remedy the violation
- D. the date the violation is expected to be remedied
- E. process that the Board of Directors will follow if the violation is not remedied

31.1.2. Special Board Meeting

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

- A. begin Punitive Action Process
- B. notifying the Owner of a required meeting with the Board of Directors to resolve the violation(s) with, or without, Punitive Action
- C. written notification to the Owner of the Board of Directors resolution as directed by majority vote

Article 32: HOA POLICY VIOLATIONS – PUNITIVE ACTION

(Approved November 8, 2019)

(Amended November 20, 2020)

(Architectural and Maintenance Committee)

32.1 Punitive Action Process.

- A. There shall be no fines assessed until the Owner of the alleged violation(s) has been given written notice and the opportunity to appeal the violation(s).
- B. The Board of Directors shall convene a Special Board Meeting (Closed Session) allowing the Owner to appeal the violation(s)
- C. The Board of Directors shall render a final decision by majority vote after the Owner's appeal has been heard (Closed Session without Owner in attendance)

32.2. Scale of Fines .

32.2.1. Architectural Policy Violations (Individual Lot violations)

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

1 B. Second (2nd) 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.

7
8 **32.2.2. Maintenance Policy Violations** (HOA Common Area violations)

9 A. First (1st) violation \$250.00

10 Plus any costs associated with labor and materials for replanting, replacement,
11 or repairs of the Common Areas

12 B. Second (2nd) 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