

**San Ignacio Vistas, Inc.**  
**Homeowners Association**  
**Minutes Board Meeting**  
November 7, 2005

Approved by the Board December 5, 2005

Present: Marianne Bishop, Doug Cameron, Linda Gregory, and Ron Sorenson; George Jones, chair MC; Ann Noe, representing the AC; and homeowner Elmer Silaghi

The meeting was called to order at 9:05 AM, using the agenda distributed.

**1. Reading of the Minutes**

The draft minutes of the October 3, 2005 Meeting were distributed to the Board via email.

Ron Sorenson made a motion to approve the minutes as submitted, seconded by Doug Cameron. All members were in favor.
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**2. Officers' Reports**

A. Secretary -

- purchased a fax machine and external hard drive for back up of data
- expending an inordinate amount of time making sure the database changes are being made and contained in the file transmitted by LMR to SIV.
- LMR has left CondoCerts and now uses a group that is part of Associa (their parent company). The secretary is working with LMR regarding this change.
- working with Elmer Silaghi regarding language for the release allowing him to trim the common area behind his house to protect his view.
- sent letter to Groundskeeper to terminate their contract
- attempting to have our board meetings changed from the Saguaro Room to the smaller meeting room scheduled for completion at Canoa in early 2006.

B. Treasurer

The Treasurer distributed the Financial Report as of October 30, 2005. A motion was made and seconded to accept the report, subject to audit, (Attachment "A").

The Treasurer detailed 2005 expenditures (Attachment "B") and projected a positive balance of approximately \$9000 created in the areas of Maintenance (contract deficiencies prompting dismissal of Groundskeeper) and unexpended Legal fees. It was recommended that money left over for 2005 be moved to Reserves.

The 2006 budget was presented and a recommendation made that we dismiss LMR and revert to self-management. The Secretary agreed to assume all duties for this office using CondoCerts to distribute our governing documents for all real estate transactions. This would save approximately \$4000/yr. Because of these two savings, the Treasurer recommended no dues increase for 2006.

The Treasurer presented a line item detail for the 2006 budget (Attachment "C") Marianne Bishop recommended that we increase the \$1000 slated for Homeowners projects (Maintenance) because maturing trees are more likely to cause blockage of views. The Treasurer stated that an approved request to have a tree removed could come out of Reserves.

Ron Sorenson moved to approve the 2006 budget as presented. Doug Cameron seconded and all were in favor.

Linda Gregory made a motion to terminate our contract with LMR effective December 31, 2005. Doug Cameron seconded and all were in favor.

Because LMR left CondoCerts, SIV must execute their own contract to have our governing and other documents posted and available on the CondoCerts web site.

A motion was made by Linda Gregory to execute the Service Agreement for CondoCerts (Attachment D") Marianne Bishop seconded the motion. All were in favor.

### C. President

Susan Trecartin resigned from Chairmanship of the Architectural Committee. She has served the Committee almost from its inception. Her contribution was acknowledged and appreciation expressed by the Board. It was emphasized that we must find new members to supplement our committees. Gorman Fisher has volunteered to act as Chairman with the help of Ann Noe until the Annual Meeting when the new committees are formed.

Marcia Lucas also resigned as Webmaster since the website is now in a mature stage. Marcia stated she would maintain the site until a replacement could be found. Marianne Bishop volunteered to take on these duties and will investigate available classes to obtain the skill necessary to assume the position. Doug Cameron then tendered his resignation as Chairman of the Communications Committee thereby dissolving the committee.

## 3. Committee Reports

### A. Maintenance Committee

George Jones presented the MC report. See "Attachment E".

George then presented a project request not to exceed \$2,500 to perform the annual tree maintenance with a recommendation that La Sierra Ranch perform the work because their previous work has been low cost and high quality.

Ron Sorenson moved to approve the expenditure as presented. Doug Cameron seconded and all were in favor.

Elmer Silaghi spoke about lack of maintenance behind his common wall stating if maintenance cannot be performed twice a year February or March and September or October he will be willing to do it himself. He then asked that the indemnity language in the release given him for signature be modified. It was agreed that the following be added to the end of that section: "...provided, however, that Owner will not be liable for the death of any vegetation trimmed or pruned in

accordance with the permission of the Maintenance Committee.” The Secretary will revise the document and present it for signature.

B. GVCCC - No report.

4. Continuing Business

CC&R Revision

In final preparation of the draft to be presented to homeowners, Ron Sorenson realized that there was a deficiency in the document because of a lack of reference to other committees.

Ron Sorenson made a motion that a new Section 15.11 be added to the CC&Rs as follows:  
“Other Committees - The Board may establish such additional committees as it may from time to time determine to be necessary or desirable for the proper implementation of the provisions of this Declaration, which committees will have such names, composition, duties and procedures as the Board may from time to time determine.” Doug Cameron seconded and all approved.

The Secretary then reviewed the cover letter, ballot and envelopes being prepared. Linda Gregory suggested adding language to the letter: “A ballot not returned counts as a NO vote.” The Board approved the letter and ballot format.

Elmer Silaghi asked what mark will be acceptable to be counted as a valid vote. It was determined that any mark within the appropriate box will be counted, as long as intent is clear, but that any other marks or comments on the ballot will invalidate the ballot.

The date set for mailing will be January 4, 2006 with return no later than January 20, 2006.

Doug Cameron moved that the record date for being eligible to vote on the revised CC&Rs be set as January 1, 2006. Marianne Bishop seconded and all approved.

5. New Business

Ron Sorenson moved that Marianne Bishop be named Chairman of the Nominating Committee seconded by Linda Gregory. None opposed.

Both Doug Cameron and Ron Sorenson indicated that it was not their intent to run again.

6. Adjournment

With no further business to come before the board, the meeting was adjourned at 10:46 AM.

Respectfully submitted,



Marianne Bishop, Secretary

**ATTACHMENT 'A'**  
**SAN IGNACIO VISTAS, INC.**  
**HOMEOWNERS ASSOCIATION**

**Statement of Financial Condition**

**10/30/2005**

**2005 Assets and Liabilities**

**Assets**

Operating Funds	12,722.37
Reserves ( <i>Face Value</i> )	<u>149,090.85</u>

**Total** **161,813.22**

**Liabilities**

2006 dues paid in advance	-
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**2005 Income and Expenditures**

**Income**

Dues	71,592.00
Operating Funds Interest	326.89
Reserve Interest	3,767.62
Other Income: Reserves	<u>6,766.00</u>

**Total** **82,452.51**

**Expenditures**

Operations Expenses	36,230.52
Reserve Projects	<u>6,615.78</u>

**Total** **42,846.30**

**Homeowner's Reserve Equity**

Total Reserve Equity	149,090.85
Reserve equity, per member	653.91

Unaudited

**ATTACHMENT 'B'**  
**SAN IGNACIO VISTAS, INC.**  
**2005 RECAP/2006 RECOMMENDED BUDGET**  
as of November 5, 2005

Operating Receipts	2005 Budget	2005 YTD Est.	2005 Yr End	Difference	2006 Budget
Dues	71592	71592	71592		71592
Interest	225	326	370		350
Other	1000	1000	1000		0
	<u>72817</u>	<u>72918</u>	<u>72962</u>	145	71942

Operating Expenses	Budget	YTD Est.	Yr End		Budget
Association expenses	3500	4024	4832		10865
Board, Officers, Comm. Exp.	1200	1220	1500		500
Fin. Advisory Com. Consultant	150	38	88		100
Insurance	3600	3619	3619		4200
Legal: Operating	4500	1620	1750		2000
Management-Ancillary	3000	2343	2343		0
Management-Professional	5400	4500	5400		0
Maintenance	31000	16996	24896		37050
Taxes	35	32	32		35
Utilities	650	567	667		750
GVCCC	1254	1254	1254		1254
Contingency	1328	20	20		146
	<u>55617</u>	<u>36233</u>	<u>46401</u>	9216	56900

**Reserves**

**Income**

Balance brought forward	127973	127973	127973		
Dues	17200	17200	17200	14692	
Interest		3768	5268		
Other (2004 remainder)		<u>6766</u>	<u>6766</u>		
	145173	155707	157207		

**Expenses**

Various		6616	6616		
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Reserves Total:		<u>149091</u>	150591	5418	
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**ATTACHMENT 'C'**

**SAN IGNACIO VISTAS, INC. 2006 BUDGET PROPOSAL**

**Income**

Dues (\$314/property-no change)	<b>71592</b>
Interest	350
Other	
Transfer fees	750
CondoCerts documents	<u>1500</u>
	<b>74192</b>

**Operating Expenses**

<u>Association expenses: Operating</u>	<u>4450</u>
2005 audit/tax preparation	3900
AZ Corporation fee	10
PO box	45
Website	100
Printer ink for MB and LG	315
Paper for MB and LG	80
<u>Association expenses: Management</u>	<u>1855</u>
Cell phone	600
Internet	480
Mileage to/from post office	775
<u>Association expenses: Ancillary</u>	<u>4560</u>
Printing	3500
Postage	1060
Board, Officers, Comm. Expenses	500
Financial Advisory Com. Consultant	100
Insurance (15% increase over 2005)	4200
Legal: operating	2000
<u>Maintenance</u>	<u>37050</u>
Common area maintenance	33600
Dumping fees	150
Annual tree trimming	2300
Homeowner projects	1000
Taxes (on common areas)	35
Utilities	750
GVCCC	1254
Contingency	<u>146</u>
Total:	<b>56900</b>

**Reserves**

Dues	14692
From 2005 operating funds	<u>9000</u>
	<b>23692</b>

## ATTACHMENT 'D'

### CONDOCERTS AGREEMENT

#### *CondoCerts.com* Service Agreement For Association Property Managers And Homeowners Associations

This agreement enables Association Property Managers and Homeowners Associations, referred to herein as Property Manager/Homeowner Association to update condominium project data and governing documents required by real estate lenders, real estate agents/brokers, existing project homeowners, potential project homeowners, title and escrow companies.

#### **SERVICES:**

1. *CondoCerts.com* will provide a secure internet environment for Association Property managers and Homeowners Associations to store and update condominium project data and governing documents including but, not limited to the following: Covenants, Conditions and Restrictions (CC&R's); Articles of Incorporation; Budgets; Bylaws; Master Leasehold Agreements, current information regarding a project's existing litigation, if any; Master Insurance coverage, including Fidelity Bond or Employee Dishonesty Coverage.
2. *CondoCert.com* will inform Association Property managers and Homeowner Associations of respective projects that require updating of data and/or governing documents. All data has an acceptable maximum life of one hundred twenty (120) days. *CondoCerts.com* will use e-mail to inform respective party of the updated data requirements. E-mail transmissions will take place from *CondoCerts.com* to the respective party thirty (30) days prior to data expiration, again at fifteen (15) days prior to data expiration, again at seven (7) days prior to data expiration, and again at three (3) days prior to data/document expiration (Notification Period). In the event *CondoCerts.com* does not receive the required update within the notification period the project will be eliminated from the database until such time as new data is received from the authorized party.
3. *CondoCerts.com* will provide, via a secure internet environment to store and access the respective project's data and documents for *CondoCerts.com* approved real estate lenders, real estate agents/brokers, title companies, escrow companies and individuals buying or selling units within your project(s).
4. At times, as deemed necessary by respective Property Manager/Homeowner Association, *CondoCerts.com* will share project information with vendors for the purpose of the Property Manager/Homeowner Association receiving bid proposals for services.

#### **COMMITMENT:**

1. Upon acknowledgement of agreement, Property Manager/Homeowner Association agrees to the following:
  - A. Refer all inquiries for project data and or the project's governing documentation to the *CondoCerts.com* internet website: [www.CondoCerts.com](http://www.CondoCerts.com).
  - B. Provide required updated, accurate project data to *CondoCerts.com* via *CondoCerts.com* web site located at [www.CondoCerts.com](http://www.CondoCerts.com) within the notification period.
  - C. Provide updated e-mail addresses to *CondoCerts.com* to enable *CondoCerts.com* to make proper notification of data expiration to the authorized party.
  - D. Provide *CondoCerts.com* any information regarding any material change in a respective condominium project. Material changes include, but are not limited to: loss of property management contract for respective project, change in association board membership, construction defects, pending litigation and resolved litigation.
  - E. Provide legible copies of all governing documents to *CondoCerts.com*. These documents are mailed to *CondoCerts.com* at sender's expense.

#### **REVENUE SHARING:**

1. Professional Property Manager or Homeowner Association shall establish a fee schedule for the following items: Homeowner Association Questionnaire Letter and governing documents stored at our site.
2. *CondoCerts.com* will remit respective fees for items requested by real estate lenders, real estate agents/brokers, existing homeowners, prospective homeowners, title and escrow companies to the

respective Property Manager/Homeowner Association monthly. An itemization of each Homeowner Association Questionnaire Letter and governing documents requested shall accompany the remittance.

**INITIAL SETUP SERVICE CHARGE: (NO LONGER APPLICABLE, per Lisa Cohen) mmb**

**TERMS OF AGREEMENT:**

This agreement shall remain in effect for a period of three (3) years from its inception. At anytime upon approval of both parties and thirty (30) days prior written notice, either party may terminate this agreement. This agreement will automatically renew for two (2) successive three (3) year terms in the event no written notice of termination is received.

**MISCELLANEOUS:**

1. 1. Policy to Terminate Use of Services for Copyright Infringement:  
*CondoCerts.com* will terminate the account of any subscriber who uses its account privileges to unlawfully transmit copyrighted material without license, valid defense or fair use privilege to do so.. *CondoCerts.com* may also in its sole discretion decide to terminate a subscribers account prior to that time if it has good faith belief that the infringement has occurred.. *CondoCerts.com* respects the intellectual property of others, and we ask our customers to do the same.
2. Liability Limitation:  
**Condocerts.com** shall not be liable for nonperformance or delay in performance caused by any reason, whether within or outside of its control. We are not liable for inaccurate information provided by the user.
3. Entire Agreement:  
This agreement (as may be modified by updated rules on the **Condocerts.com** website) together constitute the sole agreement between **Condocerts.com** and you respecting the subject matter hereof and fully supercede any and all other agreements, either oral or in writing.
4. Legal Actions:  
This agreement will be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. The jurisdiction of and venue for all disputes arising out of this agreement shall be the state and federal courts located in Sacramento, California, USA and you consent to such exclusive jurisdiction and waive all objections to such jurisdiction and venue. The resale or brokering of the information provided on this site is expressly prohibited.
5. Severability:  
If any provision of this agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to comply with applicable laws, and the remainder shall remain in full force and effect. We reserve the right to refuse service to anyone.
6. No Waiver:  
Any failure of *CondoCerts.com* to enforce any provision of this agreement shall not constitute a waiver of any rights under such provision or any other provision of this agreement.
7. How to Contact Us:  
The list of ways to contact *CondoCerts.com* is available at <http://www.CondoCerts.com>.

**ACKNOWLEDGEMENT:**

I have read and understand the commitment and term of this agreement. I am authorized to execute this agreement on behalf of Association referenced herein.

FOR: SAN IGNACIO VISTAS, INC.

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MARIANNE M. BISHOP, SECRETARY  
DATE: \_\_\_\_\_

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LINDA GREGORY, PRESIDENT

**ATTACHMENT 'E'**  
**MAINTENANCE COMMITTEE REPORT**  
(November 7, 2005)

**Common Area Maintenance**

Beginning November 1, 2005, Gold Canyon Landscaping contracted for SIV common area maintenance. The contract cost is \$2,800 monthly.

**Homeowner Requests**

The MC received requests from four owners to cut view-blocking trees. Members of the MC visited these sites and also surveyed the trees on the interior common areas. The MC determined that one view-blocking tree is not on SIV common area. The owner was advised that the tree is on ADOT property. The other trees are on interior common area and block owners' views. The MC recommends that three trees be removed during the annual tree maintenance because the trees are too large to prune to restore views without destroying the symmetry of the trees. Many common area trees need pruning and thinning to restore views. Therefore, the MC is submitting a project request to perform the annual tree maintenance in December.