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**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF**

**GREEN VALLEY TOWNHOUSES NO. 6 AND**

**GREEN VALLEY TOWNHOUSE 6B**

**[Amends and Restates Sequence 20092420421]**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN VALLEY TOWNHOUSES NO. 6 AND  
GREEN VALLEY TOWNHOUSE 6B**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREEN VALLEY TOWNHOUSES NO. 6 AND GREEN VALLEY TOWNHOUSE 6B (this "Declaration") is made this 10th day of March, 2021, by the members (the "Members") of Green Valley Townhouse VI Homeowners, Inc. (the "Association"). The Members of the Association are the owners of the real property described as:

Lots 1-84 of Green Valley Townhouses No. 6, a Pima County subdivision, as shown in Book 25 of Maps and Plats at page 74 thereof, in the office of the County Recorder of Pima County, Arizona; and

Lots 1-7 of Green Valley Townhouse 6B, a Pima County subdivision, as shown in Book 27 of Maps and Plats at page 50 thereof, in the office of the County Recorder of Pima County, Arizona  
(together, the "Properties").

**RECITALS**

WHEREAS, LAWYERS TITLE OF ARIZONA, an Arizona Corporation as Trustee under Trust Number 6486-T executed and recorded a *Declaration of Establishment of Conditions and Restrictions* for Green Valley Townhouse VI, Lots 1-84, recorded in the Office of the County Recorder of Pima County, Arizona on November 25, 1973, in Book 4647 at page 127 *et seq.*; and

WHEREAS, LAWYERS TITLE OF ARIZONA, an Arizona Corporation as Trustee under Trust Number 6486-T executed and recorded a *Declaration of Establishing Conditions and Restrictions* for Green Valley Townhouse 6 B, Lots 1-7, recorded in the Office of the County Recorder of Pima County, Arizona on October 16, 1975, in Book 5124 at page 77 *et seq.*; and

WHEREAS, the foregoing Declarations include the following amendments and shall together be referred to herein as the "Original Declaration":

Amendment	Title	Recording Info.	Recording Date
1	Amendment	Book 5653 page 1083	November 16, 1977
2	Amendment	Book 5699 page 615	January 24, 1978
3	Amendment	Book 8576 page 1428	July 11, 1989
4	Amended & Restated	Book 10218 page 303	January 26, 1996
5	Amended & Restated	Book 12753 page 24	March 3, 2006
6	Amended & Restated	Book 13707 page 1015	December 17, 2009

**WHEREAS**, this Declaration amends and restates the Original Declaration in its entirety;  
and

**WHEREAS**, at least 51% of the Members of the Association voted in person or by absentee ballot at the 2021 annual meeting of the Association to approve this Declaration.

**NOW THEREFORE,** the Owners hereby declare that the Properties are and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, uses, restrictions, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter collectively referred to as the “Restrictions”), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. The Restrictions set forth herein shall run with the Properties, shall be binding upon all persons having or acquiring any right, title or interest therein, and shall inure to the benefit of, be binding upon and enforceable by all Owners, the Association and their successors and assigns in interest.

## ARTICLE 1: DEFINITIONS

1.1. "A.R.S." shall mean Arizona Revised Statutes.

1.2. "Articles" shall mean the Articles of Incorporation of the Association and amendments thereto which are or shall be filed in the office of the Arizona Corporation Commission.

1.3. "Assessments" shall mean Annual Assessments, Special Assessments and Reimbursement Assessments.

1.4. "Association" shall mean Green Valley Townhouse VI Homeowners, Inc., an Arizona non-profit corporation, acting as the homeowners' association for the Properties, its successors and assigns.

1.5. "Board" shall mean the Board of Directors of the Association.

1.6. "Bylaws" shall mean the Bylaws of the Association, together with any amendments thereto.

1.7. "Common Area(s)" shall mean the real property and any improvements thereon, from time to time owned and controlled by the Association for the common use and enjoyment of the Owners, which real property is designated as Common Area on the Plats.

1.8. "Community Documents" shall mean this Declaration, the Articles of Incorporation, Bylaws, and any rules, regulations, policies and guidelines promulgated by the Board of Directors.

1.9. "Declarant" shall mean Lawyers Title of Arizona, an Arizona corporation, as Trustee under Trust 6486-T, and its successors or assigns.

1  
2 1.10. "Declaration" shall mean this Declaration as they may be amended from time to  
3 time.

4  
5 1.11. "Dwelling Unit" shall mean the improvements placed upon or within the boundary  
6 of any Lot.

7  
8 1.12. "Eligible Voter" shall mean a Member in Good Standing with the right to one vote  
9 per issue per Lot owned. Fractional votes shall not be accepted.

10  
11 1.13. "First Mortgagee" shall mean the holder of any Mortgage under which the interest  
12 of any Owner of a Lot is encumbered, and which mortgage has the first and paramount priority  
13 (referred to in this Declaration as "First Mortgage"), subject only to the lien of general or *ad*  
14 *valorem* taxes and assessments and such other matters as are recognized in such First Mortgage  
15 as permitted exceptions.

16  
17 1.14. "Improvement" shall mean buildings, roads, driveways, parking areas, fences,  
18 walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping  
19 improvements of every type and kind.

20  
21 1.15. "Lot" shall mean any plot of land, or portion thereof within the Properties, that is  
22 designated and designed to be used for a dwelling as opposed to the plots of land comprising  
23 Common Areas.

24  
25 1.16. "Member" shall mean every Person who holds membership in the Association.

26  
27 1.17. "Member in Good Standing" shall mean a Member who does not owe any  
28 delinquent Assessments to the Association. (A lien based on failure to pay GVR dues is not under  
29 the jurisdiction of the Association. It is handled exclusively by GVR.)

30  
31 1.18. "Mortgage" shall include any consensual monetary encumbrance on a Lot,  
32 evidenced by an instrument in recordable form and shall specifically include both mortgages and  
33 deeds of trust. The term "Mortgagee" shall include a beneficiary under a Deed of Trust, and the  
34 term "First Mortgagee" shall mean the holder of any Mortgage or the beneficiary of any deed of  
35 trust under which the interest of any Owner of a Lot is encumbered and which Mortgage or deed  
36 of trust has first and paramount priority, subject only to the lien of general or *ad valorem* taxes  
37 and assessments (which shall be referred to herein as a "First Mortgage").

38  
39 1.19. "Original Declaration" shall mean the *Declaration of Establishment of Conditions*  
40 *and Restrictions* for Green Valley Townhouse VI, Lots 1-84, recorded in the Office of the County  
41 Recorder of Pima County, Arizona on November 25, 1973, in Book 4647 at page 127 *et seq.*; and  
42 the *Declaration of Establishing Conditions and Restrictions* for Green Valley Townhouse 6 B, Lots  
43 1-7, recorded in the Office of the County Recorder of Pima County, Arizona on October 16, 1975,  
44 in Book 5124 at page 77 *et seq.* and all amendments to both of these documents.

1  
2 1.20. "Owner" shall mean the record holder, whether one or more Persons, of the fee  
3 simple title to any Lot which is part of the Properties, but excluding: (A) Persons holding an  
4 interest merely as security for the performance of an obligation, (B) a purchaser under a purchase  
5 contract and receipt, escrow instructions or similar executory contract which is intended to  
6 control the rights and obligations of the parties to the executory contract pending the closing of  
7 a sale or purchase transaction; and (C) a lessee or tenant of a Lot. Owner shall include a Purchaser  
8 under a contract for the conveyance of real property, a contract for deed, a contract to convey,  
9 an agreement for sale or any similar contract through which a seller has conveyed to a Purchaser  
10 equitable title to a Lot under which the seller is obligated to convey to the Purchaser the  
11 remainder of seller's title in the Lot, whether legal or equitable, upon payment in full of all monies  
12 due under the contract. In the case of Lots, the fee simple title to which is vested in a trustee  
13 pursuant to A.R.S., §§33-501 et seq., the Trustor shall be deemed to be the Owner unless the  
14 Trustor is deceased, incapacitated or otherwise not able to act as Owner, in which case the  
15 Trustee shall be deemed to be the Owner.

16  
17 1.21. "Party Elements" shall mean any structures shared or used in common by Owners  
18 of adjoining Lots. See Section 6.1 for the complete definition.

19  
20 1.22. "Person" shall include a corporation, company, partnership, firm, association or  
21 society, as well as a natural person.

22  
23 1.23. "Plats" shall mean the plat of Green Valley Townhouses No. 6, recorded in Book  
24 25 of Maps and Plats at Page 74, office of the Pima County Recorder; and the plat of Green Valley  
25 Townhouse 6B, recorded in Book 27 of Map and Plats at page 50, office of the Pima County  
26 Recorder.

27  
28 1.24. "Policies and Guidelines" shall mean those written directives and procedures  
29 approved by the Board that provide details of how the Association will function. See Article 2.6

30  
31 1.25. "Properties" shall mean the real property shown on the Plats.

32  
33 1.26. "Rules" shall mean any and all rules and regulations, Policies and Guidelines  
34 adopted by the Board which govern the conduct and actions of Owners, tenants, visitors and  
35 guests on the Properties.

## 36 37 **ARTICLE 2: THE ASSOCIATION**

38  
39 2.1. Purpose. The Association is a non-profit corporation that serves as the governing  
40 body for all Owners, regulating and controlling the use of the Properties for the common benefit  
41 of the current and future Owners.



1           2.2.   Membership. Each Owner of a Lot shall automatically be a Member of the  
2 Association. Membership in the Association shall be attached to each Lot owned and shall not  
3 be transferred, pledged, or alienated in any way, except upon the transfer of ownership to a Lot,  
4 and then only to the transferee thereof. Upon any transfer of ownership of a Lot, said  
5 membership shall automatically pass to the new Owner. Any attempted transfer of membership  
6 separate from the Lot or Lots to which the membership is attached shall be void.

7  
8           2.3.   Voting Rights. There shall be one vote for each Lot, which vote may be exercised  
9 by the Owner or Owners of the Lot in accordance with the Bylaws.

10  
11           2.4.   Association Responsibilities. The Association, through the Board of Directors, is  
12 responsible for the protection, improvement, alteration, maintenance, repair, replacement,  
13 administration, management, operation, and liability of the Common Areas. The Association is,  
14 to the extent applicable, responsible for:

15  
16                   2.4.1. The enforcement of the provisions of the Community Documents.

17  
18                   2.4.2. The operation, maintenance, regulation, and repair of the Common Areas  
19 and improvements thereon.

20  
21                   2.4.3. The insurance of all improvements which the Association is obligated to  
22 maintain against damage by casualty with such companies and with such limits as  
23 the Board deems appropriate.

24  
25                   2.4.4. The maintenance of such liability insurance as the Board of Directors  
26 deems necessary to protect the Members and the Board of Directors of the  
27 Association from liability for conditions existing and events occurring on or about  
28 the Common Areas, including, but not limited to, directors and officers liability  
29 insurance for the Board of Directors of the Association (see Section 2.7 below for  
30 obligation to obtain and keep directors and officers liability insurance).

31  
32                   2.4.5. The establishment and maintenance of such cash reserves as the Board of  
33 Directors in its sole discretion deems reasonably necessary for the maintenance  
34 and repair of the Improvements for which the Association is responsible and for  
35 unforeseen contingencies.

36  
37                   2.4.6. The hiring, firing, supervision and paying of employees and independent  
38 contractors (including, but not limited to, workers, landscapers, attorneys,  
39 accountants, and contractors) to carry out the obligations set forth in the  
40 Community Documents.

41  
42                   2.4.7. The entering into of such agreements and the taking of such actions as are  
43 reasonably necessary and convenient for the accomplishment of the obligations

1 set forth above, including the administration of the Association and the operation  
2 and maintenance of the Common Areas and facilities located thereon.  
3

4 2.5. Community Documents. The manner in which the Association carries out its  
5 responsibilities shall be controlled by the provisions of the Community Documents. In the event  
6 of any dispute or disagreement relating to the Properties between any Owners or any other  
7 Persons subject to this Declaration, or any question of interpretation or application of the  
8 provisions of this Declaration and any of the other Community Documents, this Declaration shall  
9 control. In the event of any conflict between the Articles and the Bylaws of the Association, the  
10 Articles shall control. In the event of any conflict between any provision of the Rules and any  
11 provisions of the other Community Documents, the provisions of the Rules shall be deemed to  
12 be superseded by the provisions of any other Community Document, to the extent of any such  
13 conflict.  
14

15 2.6. Rules and Regulations, Policies and Guidelines of the Association. The Board is  
16 empowered to adopt, amend, or repeal such rules and regulations, policies and guidelines as it  
17 deems reasonable and appropriate. Collectively referred to in this Declaration as the "Rules,"  
18 these shall be binding upon all Persons subject to this Declaration and shall govern the use or  
19 occupancy of the Properties. The Rules shall govern such matters as the Board deems to be in  
20 furtherance of the purposes of the Association, including the use of the Common Area. The Rules  
21 may be adopted, amended, or repealed at any special or regular meeting of the Board upon a  
22 vote of a majority of all the Directors, and shall take effect after 30 days' written notice to the  
23 Owners, unless the Rule(s) being adopted, amended or repealed has a compelling health or safety  
24 purpose, in which case seven days' notice to the Owners is required.  
25

26 The Rules shall have the same force and effect as if they were set forth in and were part  
27 of this Declaration, and shall be binding upon all persons having any interest in, or making any  
28 use of, any part of the Properties, whether or not copies of the Rules are actually received by  
29 such persons. The Rules, as adopted, amended or repealed, shall be available for review upon  
30 written request to the Board. It shall be the responsibility of each person subject to the Rules to  
31 review and keep abreast of any changes in the provisions thereof.  
32

33 2.7. Indemnification and Limitation of Liability. The Association shall indemnify to the  
34 fullest extent allowed by law, every officer, director, and committee member, against any and all  
35 expenses, including attorneys' fees, reasonably incurred by or imposed upon, any officer,  
36 director, or committee member, in connection with any action, suit or other proceeding  
37 (including settlement of any suit or proceeding if approved by the then Board of Directors) to  
38 which he or she may be made a party by reason of being or having been an officer, director or  
39 committee member. This provision shall not be deemed to include travel expenses to attend  
40 Association meetings or legal proceedings, and shall only include reasonable actual expenses.  
41 Neither officers, directors nor committee members shall be liable for any mistake of judgment,  
42 negligent or otherwise, except for their own individual willful misfeasance, malfeasance,  
43 misconduct or bad faith. The officers, directors and committee members shall have no personal  
44 liability with respect to any contract or other commitment made by them, in good faith, on behalf

1 of the Association, and the Association shall indemnify and forever hold each such officer,  
2 director and committee member free and harmless against any and all liability to others on  
3 account of any such contract or commitment. Any right to indemnification provided for herein  
4 shall not be exclusive of any other rights to which any officer, director or committee member, or  
5 former officer, director, or committee member may be entitled. The Association shall, as a  
6 common expense, maintain adequate general liability and officers' and directors' liability  
7 insurance, to also include committee members, to fund this obligation. The indemnification  
8 provided herein is conditioned on the cooperation of the involved officer, director or committee  
9 member, in the handling of and settlement of any claim or legal proceedings at issue.

### 11 **ARTICLE 3: COVENANTS FOR ASSESSMENTS**

13 3.1. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner  
14 upon the recordation of a deed to any Lot, whether or not it shall be so stated in such deed,  
15 agrees and covenants to pay to the Association: (A) Annual Assessments or charges, and (B)  
16 Special Assessments. These Assessments shall be established and collected as provided in this  
17 Article. All Assessments levied against a Lot, together with interest from the date of delinquency  
18 until paid, late fees, costs and reasonable attorneys' fees, shall be charged against the Lot and  
19 shall be a continuing lien upon the Lot. Such lien shall be deemed to have attached as of the date  
20 of recordation of the Original Declaration, and shall be senior to all matters other than tax liens  
21 for real property taxes on the Lot, assessments on the Lot in favor of any municipal or other  
22 governmental assessing unit, reservations in patents, and the lien of any First Mortgage.

24 Delinquent Assessments, together with interest, late fees, costs, and reasonable  
25 attorneys' fees, also shall be the personal obligation of the person who was the Owner of such  
26 Lot at the time when the Assessment was levied, and shall bind his/her heirs, devisees, personal  
27 representatives and assigns. Except as otherwise provided herein, the personal obligation for  
28 delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

30 3.2. Purpose of Assessments. The Assessments levied by the Association shall be used  
31 exclusively to promote the recreation, health, safety, welfare, and enjoyment of the residents in  
32 the Properties, for the improvement and maintenance of the Common Area, enforcement of the  
33 Community Documents, and the establishment of reasonable reserves for anticipated future  
34 expenditures for such purposes.

36 3.3. Annual Assessment. The Board shall determine the amount of the Annual  
37 Assessment, based upon the operating budget of the Association, including appropriate reserves.  
38 The amount of the Annual Assessment may not be increased more than 20% over the previous  
39 year's Assessment without the affirmative vote of a majority of the Eligible Members in the  
40 Association at an annual meeting or at a special meeting duly called for this purpose. The vote  
41 also may be by written or electronic ballot in place of a meeting as set forth in the Bylaws. The  
42 Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum  
43 referred to above.

1           3.3.1.     Budgeting. Each year, the Board shall prepare, approve and make  
2 available to each Member, a budget containing: (A) estimated revenue and expenses;  
3 and (B) the amount of total cash reserves of the Association currently available for  
4 replacement or repair of the Common Area or other areas within the Properties which  
5 the Association may be responsible to repair and maintain, and for contingencies. The  
6 total amount needed to fund the annual budget shall be charged equally against all  
7 Lots as Annual Assessments, subject to any limitations set forth in the Community  
8 Documents. The Board shall prepare and approve the annual budget and distribute a  
9 copy to each Lot Owner, together with written notice of the amount of the Annual  
10 Assessment to be levied against the Owner's Lot, not less than 15 days nor more than  
11 60 days prior to the due date of the Annual Assessment as set forth in Section 3.7 of  
12 this Declaration.

13  
14           3.3.2.     Non-Waiver of Assessments. If before the expiration of any fiscal year the  
15 Board of Directors fails to fix the Annual Assessments for the next fiscal year, the  
16 Annual Assessment established for the preceding year shall continue until a new  
17 Annual Assessment is fixed.

18  
19           3.4.     Special Assessments. Special Assessments may be recommended by the Board of  
20 Directors, in addition to the Annual Assessment for: (A) constructing capital improvements; (B)  
21 correcting an inadequacy in the current operating account; (C) defraying, in whole or in part, the  
22 cost of any construction, reconstruction, repair or replacement of improvements in the Common  
23 Area; or (D) paying for such other matters as the Board may deem appropriate for the Properties  
24 or the good and welfare of the Members. Special Assessments require the approval of 67% of  
25 the Members who are voting in person or by absentee ballot at an annual meeting or at a special  
26 meeting duly called for this purpose (at which a quorum is present). The vote also may be by  
27 written or electronic ballot in place of a meeting as set forth in the Bylaws. Monies collected as  
28 a Special Assessment shall be used only for the purpose(s) stated to the Members during the  
29 approval process.

30  
31           3.5.     Reimbursement Assessment. The Board of Directors may levy a Reimbursement  
32 Assessment if: (A) Any Owner, his/her family member, tenant, guest or invitee, has failed to  
33 comply with the Community Documents, which failure has necessitated an expenditure of money  
34 by the Association to bring the Owner or his/her Lot into compliance; or (B) Any Owner, his/her  
35 family member, tenant, guest or invitee has caused damage to the Common Area. A  
36 Reimbursement Assessment shall not be levied by the Board until notice and an opportunity for  
37 a hearing has been given to the pertinent Owner. Reimbursement Assessments may be enforced  
38 in the same manner as Annual Assessments.

39  
40           3.6.     Reserve Fund.

41  
42           3.6.1.     Requirement for Reserve Fund. The Association shall maintain a separate  
43 reserve account with the funds therein being used for the periodic maintenance,  
44 repair and replacement of the Common Area.

3.6.2. Funding the Reserves. To the greatest extent possible, the reserve fund shall be funded by a portion of the Annual Assessments of Owners rather than by Special Assessments; provided however, that this provision shall not be deemed to limit the power of the Association to levy any Assessment or charge authorized by this Declaration.

3.6.3. Management of Reserves. The reserves which are collected as part of the Annual Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are collected or allocated. Such reserves shall be deemed a contribution to the capital account of the Association by the Owners and, once paid; no Owner shall be entitled to any reimbursement of those funds. The Board is only responsible for providing for such reserves as the Board, in good faith, deems reasonable, and no member of the Board is liable to any Owner or to the Association if the amount in the reserve account proves to be inadequate.

3.7. Uniform Rate of Assessment and Due Dates. All Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be due and payable on or before January 1<sup>st</sup> of each year, or as otherwise determined by the Board.

3.8. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a Lot is binding upon the Association as of the date of its issuance.

3.9. Effect of Non-Payment of Assessments; Remedies of the Association. If any Assessment is not paid within 30 days of its due date, a late fee and interest may be charged, at the Prime Rate plus 10% as published in the Wall Street Journal Eastern Edition Money Rates table. If a check tendered for any Assessment is returned as unpaid for any reason, a charge shall be assessed, as determined by the Board of Directors. If the Association employs an attorney to collect a delinquent assessment, whether by foreclosure of the lien created herein or otherwise, the delinquent Owner shall pay, in addition to the Assessments and interest accrued thereon, such reasonable attorneys' fees and all other costs and expenses incurred by the Association as a result of the delinquency. In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of any Owner to pay the Assessments in any manner provided by law or in equity, or without any limitation to the foregoing, or by either or both of the following procedures:

3.9.1. Civil Action. The Board may cause a civil action to be commenced and maintained in the name of the Association against any Owner who is personally obligated to pay delinquent Assessments. Any judgment obtained in the Association's favor shall include the amount of the delinquent Assessments,

1 interest and late fees; any additional charges incurred by the Association; and any  
2 other amounts the court may award, including reasonable attorneys' fees and  
3 court costs. A proceeding to recover a judgment for unpaid Assessments may be  
4 maintained without the necessity of foreclosing or waiving the Association's lien.  
5

6 3.9.2. Enforcement of Lien. As provided in Section 3.1 above, all Assessments,  
7 plus late fees, interest and costs connected therewith, shall be a continuing lien  
8 upon the Lot assessed.  
9

10 A. Record Notice of Lien. As more fully provided in A.R.S. §33-1807,  
11 the recording of the Original Declaration constitutes record notice of the  
12 Association's lien to all Persons. The Association is not required to record  
13 a notice of lien, but may do so to provide notice to third parties of its  
14 interest in a Lot. The Association's lien is senior to all matters other than  
15 tax liens for real property taxes on the Lot, Assessments on the Lot in favor  
16 of any municipal or other governmental assessing unit, reservations in  
17 patents, and the lien of any First Mortgage. Except for the transfer of a Lot  
18 pursuant to a foreclosure of a First Mortgage, the sale or transfer of a Lot  
19 does not affect the Association's lien.  
20

21 B. Foreclosure of Lien. The Association's lien may be foreclosed by  
22 appropriate action in court or in the manner provided by law for the  
23 foreclosure of a realty mortgage, as set forth by the laws of the State of  
24 Arizona, as the same may be changed or amended. The lien provided for  
25 herein shall be in favor of the Association and shall be for the benefit of all  
26 other Owners. The Association shall have the power to bid in at any  
27 foreclosure sale and to purchase, acquire, hold, lease, mortgage, and  
28 convey any Lot. If such foreclosure is by action in court, reasonable  
29 attorneys' fees, court costs, title search fees, interest and all other costs  
30 and expenses shall be allowed to the extent permitted by law. Each owner  
31 hereby expressly waives any objection to the enforcement and foreclosure  
32 of this lien.  
33

34 3.10. No Offset and No Exemption of Owner. No offset against any Assessment shall be  
35 permitted for any reason, including, without limitation, any claim that the Association is not  
36 properly discharging its duties. No Owner is exempt from liability for payment of Assessments  
37 because he/she does not use or enjoy the Common Area, or has abandoned his/her Lot, or for  
38 any other reason, including (but not limited to) any allegation that the Board of Directors is not  
39 performing its obligations under the Association's Community Documents.  
40

41 3.11. Subordination of the Lien to First Mortgages; Sale or Transfer of Lots The lien for  
42 Assessments provided for in this Declaration, including without limitation any fees, costs, late  
43 charges, or interest which may be levied by the Association in connection with unpaid  
44 Assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot

pursuant to foreclosure of a First Mortgage or any proceeding in lieu of foreclosure (including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract) shall extinguish the lien of Assessments or charges which became due prior to any such sale or transfer; provided, however, that any delinquent Assessments or charges, including interest, late charges, costs, and reasonable attorneys' fees, which are extinguished may be reallocated and assessed to all Lots as a common expense or may be expressly assumed by a successor Owner. No such sale or transfer pursuant to foreclosure or any proceeding in lieu of foreclosure (including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract) shall relieve any Lot Owner from liability for any Assessments or charges that thereafter become due nor from the associated lien. In the event of foreclosure of a First Mortgage or the taking of a deed in lieu of foreclosure, such First Mortgagee shall not be liable for unpaid Assessments or other charges which accrued prior to the acquisition of title to the Lot in question by such First Mortgagee.

3.12. Mortgage Protection and Additional Assessment as Common Expense. Notwithstanding and prevailing over any other provisions of the Community Documents, the following provisions shall apply to and benefit each First Mortgagee of a Lot:

3.12.1. First Mortgagees shall not be personally liable for the payment of any Assessment or charge, or for the observance or performance of any Restriction, Rule, Article or By-Law, except for those matters which are enforceable by injunctive or other equitable actions not requiring the payment of money, nor shall a First Mortgagee be liable for any violation of the Restrictions that occurred prior to such First Mortgagee acquiring title.

3.12.2. During the pendency of any proceeding to foreclose the First Mortgage, including any period of redemption, the mortgagee (or receiver appointed in such action) may, but is not required to, exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including (but not limited to) the exclusion of the Owner's exercise of such rights and privileges.

3.12.3. At such time as the First Mortgagee becomes the record Owner of a Lot, he, she or it shall be subject to all of the terms and conditions of this Declaration, including but not limited to, the obligation to pay all Assessments and charges accruing thereafter, in the same manner as any Owner.

3.12.4. The First Mortgagee, or any other party acquiring title to a mortgaged Lot through foreclosure action or through any equivalent proceeding (such as, but not limited to, the taking of a deed in lieu of foreclosure) shall acquire title to the mortgaged Lot free and clear of any lien authorized by or arising out of this Declaration for charges that accrued prior to the final conclusion of any such foreclosure action or equivalent proceeding, including the expiration date of any period of redemption.

1 3.12.5. First Mortgagees are entitled to pay taxes or other charges which are in  
2 default and which may or have become a charge against any Common Area owned  
3 by the Association, and such First Mortgagees may pay overdue premiums on  
4 hazard insurance policies, or secure new hazard insurance coverage on the lapse  
5 of a policy, for such Common Area, and any First Mortgagees making such  
6 payment may be owed immediate reimbursement from the Association.  
7

8 3.12.6. Nothing in this Declaration shall in any manner be deemed to give an  
9 Owner, or any other party, priority over any rights of a First Mortgagee of a Lot in  
10 accordance with the terms of such First Mortgagee's mortgage in the case of a  
11 distribution to an Owner of insurance proceeds or condemnation awards for  
12 losses or to a taking of any Lot or any part of the Common Area owned by the  
13 Association. Each First Mortgagee shall be entitled to timely written notice of such  
14 loss or taking.  
15

16 3.13. Green Valley Recreation, Inc. (GVR). Each Owner of a Lot agrees for himself or  
17 herself, their heirs, successors and assigns; to become and remain a member of Green Valley  
18 Recreation, Inc. or any successor thereto, and to pay the membership dues assessed by that  
19 organization, which may vary in amount from time to time. There is hereby created a lien, with  
20 power of sale, on each lot to secure payment of the aforesaid membership dues assessments,  
21 pursuant to the terms hereof, provided, that no action shall be brought to foreclose such lien or  
22 proceed under the power of sale less than 30 days after notice of claim of lien is mailed to the  
23 owner of such lot, at the address of said lot, and a copy is recorded in the Office of the Recorder in  
24 the County of Pima, State of Arizona. This Section 3.13 cannot be amended without the written  
25 approval of GVR.  
26

## 27 **ARTICLE 4: COMMON AREA**

28

29 4.1. Scope of Association Management Responsibilities. The Association through its  
30 Board of Directors is responsible to manage and maintain its 23 acres of Common Area, consisting  
31 of open space, roads and structures.  
32

33 4.2. Common Area Open Space. This Section describes how the Association will  
34 manage and maintain its open space:  
35

36 4.2.1. Landscape Committee. The Landscape Committee shall be responsible for  
37 the maintenance and landscaping of the Common Area Open Space. The  
38 President of the Association shall appoint a chairperson and at least two members  
39 to this Committee with the approval of the Board of Directors. Any vacancies will  
40 be filled in a similar manner.  
41

42 4.2.2. Landscape Guidelines. The Landscape Committee shall adopt and amend  
43 written Landscape Guidelines concerning the Common Area Open Space with the  
44 approval of the Board of Directors. The Landscape Guidelines may include a vision



1 for the open space and shall include the responsibilities of both the Landscape  
2 Committee and the Lot Owners.

3  
4 4.2.3. Landscape Committee Approval. The Landscape Committee shall adopt a  
5 mechanism for receiving input from Lot Owners who desire to make a change in  
6 the Common Area Open Space. The Committee may receive or obtain input from  
7 other Lot Owners who may be affected by the requested change. The Committee,  
8 at its sole discretion, shall approve or disapprove a requested change based upon  
9 criteria such as its impact on the overall vision for the open space, input from  
10 neighbors and the landscape guidelines. Denied requests may be appealed to the  
11 Board of Directors within 30 days of issuance by the Committee.

12  
13 4.2.4. Limitations on Lot Owners. Lot Owners, guests, and contractors are  
14 prohibited from making any changes to the Common Area Open Space without  
15 prior written approval from the Landscape Committee. This includes planting,  
16 trimming, or removing vegetation, or any other changes to the Common Area  
17 Open Space. Disregarding these responsibilities may result in the imposition of a  
18 Reimbursement Assessment to restore the Common Area Open Space.

19  
20 4.3. Common Area Roads. This Section describes how the Association will maintain its  
21 roads in serviceable condition. Road maintenance is a major expense for the Association.

22  
23 4.3.1. Ownership. The Association owns the roads that service the Properties.  
24 This includes a shared ownership of Calle de Alegria with Green Valley Foothills  
25 Townhouses, Inc. (Townhouse IV) extending to the beginning of the west end of  
26 the church property. Also, Pima County owns and is responsible for maintaining  
27 the eastern portion of Calle de Alegria that adjoins the church property.

28  
29 4.3.2. Roads Committee. The President of the Association shall appoint a Roads  
30 Committee consisting of a chairperson and at least two or more members with  
31 the approval of the Board of Directors. Vacancies shall be filled in a similar  
32 manner.

33  
34 4.3.3. Roads Committee Responsibilities. This Committee shall:

- 35  
36 A. Evaluate the short term maintenance needs of the roads and make needed  
37 repairs.  
38 B. Set up a schedule of any needed preventive maintenance.  
39 C. Determine the life expectancy of the roads and the amount of money  
40 needed for replacement.  
41 D. Request the Board of Directors budget a dollar amount each year for  
42 reserves for future road maintenance needs and for long term  
43 replacement.

- E. Coordinate maintenance and replacement of Calle de Alegria with Townhouse IV.
- F. Oversee road maintenance and replacement.
- G. Recommend needed signage and speed control to the Board of Directors
- H. Determine if more detailed road Rules are needed for the roads and issue such with the approval of the Board of Directors.

4.4. Common Structures. The Board of Directors shall oversee the maintenance and repair of structures on Common Area and may authorize the construction of structures in the Common Area that are intended to meet the needs of the entire Association.

4.5. Damage to Common Area. If any Lot Owner or his/her family members, tenants, guests or invitees cause damage to Common Area, a Reimbursement Assessment to correct the damage may be imposed by the Board of Directors in accordance with Section 3.5.

## ARTICLE 5: MAINTENANCE OF LOTS

5.1. General Maintenance on Lot. Each Lot Owner is responsible for all maintenance, repair, and painting of all exterior portions of Dwelling Units or other Improvements on his/her Lot reasonably on a par with those of the neighboring Lots. This obligation includes maintenance, repair and replacement of heating and cooling units; roof; exterior paint, woodwork, masonry, patios, and walkways; and all other exterior and interior repairs and maintenance.

5.2. Landscape Maintenance. Each Lot Owner is responsible for landscaping and maintaining the appearance of his/her Lot. This maintenance responsibility includes, but is not limited to, trees, shrubs, driveways and walks. Owners shall be responsible throughout the calendar year for the control of weeds on their lots to prevent an unsightly appearance and the dissemination of weed seeds to other parts of the Association. No shrubs, trees or other obstructions of any kind shall remain in such places as to cause a traffic hazard.

5.3. Encroaching Vegetation. Neighbors need to communicate with each other to address trimming of vegetation which encroaches from one Lot onto another. If the affected neighbors cannot agree, either party may submit the matter in writing to the Architectural Review Committee ("ARC") for a decision. If either party disputes the ARC's decision, the dispute may be submitted to the Board of Directors for review. The appeal to the Board must be made within 30 days of issuance of the ARC's decision. The Board's decision to affirm or overturn the ARC's decision shall be final and binding upon the affected Owners.

5.4. Standards of Maintenance. Maintenance and repairs must be undertaken in conformance with the applicable terms of this Declaration. If a roof must be repaired or replaced, it shall conform to the same architectural design and style as the original roof, unless approved by the Architectural Committee.

1           5.5.   Front Yard Lights and Mailboxes. Lot Owners are required to maintain front yard  
2 street lights and mailboxes. Lights must be operational throughout the year and equipped with  
3 a photocell for dusk to dawn operation. See additional information in the Architectural  
4 Guidelines.  
5

6           5.6.   Replacement or Removal of Damaged or Destroyed Dwellings. If any Dwelling Unit  
7 is destroyed by fire or any other cause whatsoever, the Owner must decide within 60 days of the  
8 causative event, whether or not to make repairs or restorations. If the owner elects to make  
9 ARC-approved repairs or restorations the work must be completed within 180 days of said  
10 election, barring strikes, walkouts, material shortages or other events beyond the Owner's  
11 control. The replacement Dwelling Unit shall be of a size and shape similar to the footprint of the  
12 original Dwelling Unit and shall comply with Section 7.9 below and all other applicable provisions  
13 of the Community Documents. If the Owner elects not to repair or restore their property, then  
14 said Owner must remove the remaining portion of said structure within 60 days of said election,  
15 and restore and maintain the site to a neat, safe and sanitary condition similar to the adjacent  
16 Common Area open space. Such Owner further shall repair or restore any damaged Party  
17 Element or any damage to the Common Area. It is recommended that each Owner carries  
18 adequate replacement insurance for his/her Lot.  
19

20           5.7.   Failure to Maintain. If any Owner fails to fulfill his or her obligations under Section  
21 5.2, after approval by the affirmative vote of 2/3rds of the Board of Directors, the Association  
22 through its agents and employees, may enter upon the Lot to repair and maintain as needed in  
23 the sole discretion of the Board. An invoice for the expenses incurred by the Association shall be  
24 sent to the Owner, and if not paid within 30 days from the date of the invoice shall become a  
25 Reimbursement Assessment as set forth in Section 3.5.  
26

## 27                                   **ARTICLE 6: PARTY ELEMENTS**

28

29           6.1.   Definition of "Party Element". Each structure that is used jointly or in common by  
30 the Owners or occupants of adjacent or adjoining Lots or Dwelling Units, including but not limited  
31 to Dwelling Unit walls, patio walls, and lamp/mailbox posts, which was built as a part of the  
32 original construction and placed on or immediately adjacent to the dividing line between Lots  
33 shall constitute a Party Element.  
34

35           6.2.   Alteration of Party Elements. No Owner may alter the appearance or structure of  
36 a Party Element without the consent of the Architectural Review Committee. The ARC may, but  
37 is not obligated to, deny approval if all Owners having an interest in or affected by the Party  
38 Element have not consented to the alteration. No Owner shall take any action which may destroy  
39 the integrity of a Party Element or pose an unsightly appearance or threaten its strength,  
40 durability or lasting life. Without limitation, no Owner shall place any plants or shrubs close to a  
41 party wall in a fashion that watering or growth of said plants will threaten the foundation of the  
42 party wall.  
43

1           6.3.   Repair and Maintenance of Party Elements. The cost of ordinary repair and  
2 maintenance of a Party Element shall be shared equally by the Owners of the Lots having an  
3 interest in the Party Element.

4           6.4.   Damage by Adjoining Owner. This Section applies in the event any Party Element  
5 is damaged or destroyed through the act of one adjoining Owner, or any of his/her guests or  
6 agents or members of his/her family so as to deprive the other Owner of the full use and  
7 enjoyment of such Party Element. The Owner responsible for the damage shall immediately  
8 proceed to rebuild and repair the Party Element, or cause it to be rebuilt or repaired, to as good  
9 condition as formerly without cost to the other Owner.

10  
11           6.5.   Damage by Outside Causes. If any Party Element is damaged or destroyed by  
12 some cause other than the act of one of the adjoining Owners, his/her agents, guests or family  
13 (including ordinary wear and tear and deterioration from lapse of time), both adjoining Owners  
14 shall proceed immediately to rebuild or repair the common wall to as good condition as formerly,  
15 at their joint and equal expense.

16  
17           6.6.   Dispute Resolution. In the event of a dispute between Owners with respect to the  
18 repair or rebuilding of a Party Element or with respect to the sharing of applicable costs, either  
19 Owner may submit the matter in writing to the Architectural Review Committee ("ARC") for a  
20 decision. If either party disputes the ARC's decision, the dispute may be submitted to the Board  
21 of Directors for review. The appeal to the Board must be made within 30 days of issuance of the  
22 ARC's decision. The Board's decision to affirm or overturn the ARC's decision shall be final and  
23 binding upon the affected Owners.

24  
25           6.7.   Private Agreements. Private agreements between Owners shall not modify the  
26 provisions of this Article.

## 27 28                                   **ARTICLE 7: ARCHITECTURAL REVIEW**

29  
30           7.1.   Architectural Review Committee. The President of the Association shall appoint a  
31 chairperson and at least two members to the Architectural Review Committee ("ARC") with the  
32 approval of the Board of Directors. Any vacancies will be filled in a similar manner. The Chair of  
33 the ARC shall be a member of the Board. All architectural matters within the Properties shall be  
34 subject to the discretionary review of the ARC. The ARC shall make its decisions by majority  
35 approval.

36  
37           7.2.   Architectural Guidelines. The ARC may adopt and amend written rules and  
38 regulations concerning the construction, alteration, repair, modification or addition of any  
39 building, wall, ramada, mailbox, lamppost, exterior lighting, or any other structure and also  
40 concerning landscaping on Lots ("Architectural Improvement"), subject to the approval of the  
41 Board of Directors. Such rules and regulations shall be promulgated in accordance with Section  
42 2.6 of this Declaration.

1           7.3.    Architectural Review. Prior to the construction, installation or modification of any  
2 Architectural Improvement upon a Lot, the Owner is required to obtain the written approval of  
3 the ARC, which approval may be given or denied in the sole discretion of the ARC. For purposes  
4 of this Article, Architectural Improvements shall be deemed to include, but are not limited to,  
5 replacement of windows or doors; exterior painting; stucco repair; radio, television, or satellite  
6 antennae or dishes; awnings; solar energy devices; flagpoles; or any similar structures; and  
7 landscaping. Where applicable, any architectural change must conform to the Pima County  
8 Zoning and Building Codes. It is the responsibility of the Lot Owner to obtain building permits if  
9 required from Pima County.

10  
11           7.3.1.   Required Submittal. Details on requirements for submittal to the ARC  
12 for approval of Architectural Improvements are in the Architectural Guidelines.  
13 Submittals must include specifications (including materials, exterior color  
14 schemes and dimensions) and a construction schedule. Landscaping plans shall  
15 include the location of plantings and the anticipated mature height of plantings.

16  
17           7.3.2.   Approval by Committee. The ARC shall review and either approve or  
18 disapprove all plans and specifications within 30 days after submission and  
19 issuance by the ARC of a receipt indicating the date received. If the ARC will need  
20 more time for review, the submitting Owner shall be notified in writing and given  
21 the date by which the ARC's review will be completed. If no action is taken by the  
22 ARC within 30 days after plan submittal to issue written approval or disapproval  
23 of the plan or to extend the date for finalizing its review, the plan shall be deemed  
24 approved, and the provisions of this Section shall be deemed waived. All work on  
25 Architectural Improvements shall proceed diligently from commencement to  
26 completion. The ARC shall retain a copy of the approved plans.

27  
28           7.3.3.   Nonconforming Architectural Improvements. If an Owner makes  
29 unapproved Architectural Improvements upon his/her Lot or Architectural  
30 Improvements that do not conform to the plans and construction schedule  
31 submitted to and approved by the ARC, the ARC shall give written notice to the  
32 Owner of the Lot upon which such Architectural Improvements have been made.  
33 Such notice shall specify the nature of the nonconformity of the Architectural  
34 Improvements and shall grant the Owner an opportunity to cure the  
35 nonconformity in an agreed-upon timeframe. If the matter is not resolved, the  
36 Association has the right to avail itself of all applicable legal and equitable  
37 remedies.

38  
39           7.4.    Standards of Review. In reviewing plans for Architectural Improvements or other  
40 exterior changes upon a Lot, the ARC shall exercise its discretion in deciding whether or not the  
41 proposed modification is in harmony with the overall scheme of the development of the  
42 Properties. The intent is to preserve the integrity and homogeneity of the style, design and color  
43 scheme of the Properties.

1 The ARC shall have the right to deny approval of alterations or modifications for purely  
2 aesthetic reasons, if the ARC considers the alteration or modification to be unattractive or out of  
3 harmony with the style of existing structures and Architectural Improvements. The ARC may  
4 elicit the opinion of other Owners, including the neighbors of the Owner submitting the plan for  
5 alteration or modification, as to the effect that the proposed plan might have on the physical  
6 views of other Owners. After eliciting these opinions, the ARC may, but need not, take them into  
7 account in making its final decision. While the opinion of no single Lot Owner will control a  
8 decision of the ARC, within its own discretion, the ARC may, but need not, attach whatever  
9 significance it deems appropriate to the statements of residents and/or neighbors of the Owner  
10 submitting the proposed alteration or modifications to an existing structure.  
11

12 7.5. Limitation of Liability. Although the ARC shall have the right to reject plans and  
13 specifications for reasons which may include their failure to comply with zoning or building  
14 ordinances or other governmental regulations or restrictions, or on the basis that such plans and  
15 specifications appear to be defective or not prepared in accordance with sound engineering  
16 practices, the approval of plans and specifications shall not constitute a representation, warranty  
17 or guarantee that such plans and specifications comply with proper engineering or design  
18 principles, with zoning or building ordinances or with other governmental regulations or  
19 restrictions. By approving plans and specifications, neither the Board of Directors, the ARC, nor  
20 any of its members assumes any liability or responsibility therefor, or for any defect in the  
21 structure constructed from such plans and specifications.  
22

23 Neither the Board of Directors, the ARC, nor any of their members shall be liable for  
24 damages or otherwise to any person submitting requests or plans for approval, or to any Owner  
25 of land subject to these covenants, by reason of any action, mistake in judgment, negligence,  
26 failure to act, approval, disapproval or failure to approve or disapprove with respect to any  
27 matter within their jurisdiction under the terms of this Declaration. Any Owner submitting plans  
28 to the ARC, and any Owner, by acquiring title to any Lot, waives his/her claim for damages or  
29 other relief arising under the architectural review process established in this Declaration or by  
30 the Board of Directors.  
31

32 7.6. Cost Recovery. If the Association incurs any costs for review of submitted plans  
33 and specifications due to the need for professional services, the Association may charge a  
34 reasonable fee to a petitioning Owner for such review. The ARC may require that this fee shall  
35 be paid in advance of its review being finalized.  
36

37 7.7. Appeal. Any aggrieved Owner may appeal the ARC's decision to the Board of  
38 Directors within 30 calendar days of receipt of the original decision in accordance with the  
39 procedures in the Architectural Guidelines.  
40

41 7.8. Inspection. Any authorized officer, director, employee or agent of the Association,  
42 may at any reasonable time and without being deemed guilty of trespass, enter on any Lot, after  
43 reasonable notice to the Owner of such Lot, in order to inspect the Architectural Improvements  
44 being constructed or recently completed on such Lot to ascertain that such Improvements have

1 been, or are being built in compliance with the Architectural Guidelines, plans and specifications  
2 approved in accordance with this Article, and any other pertinent provision of this Declaration.

3  
4 7.9. Structures on Lots. Each Dwelling Unit shall have an interior floor area of not less  
5 than 1100 square feet exclusive of open porches, pergolas, and garages, and no additional  
6 structure shall be constructed on any Lot except in accordance with this Article 7 and the  
7 Architectural Guidelines. No Dwelling Unit shall exceed one story in height or be higher than the  
8 adjacent Units. All building materials in additions, enclosures and walls shall be the same as or  
9 substantially similar to materials used in the existing exterior structure.

## 10 11 **ARTICLE 8: USE RESTRICTIONS**

12  
13 8.1. Age Restriction. It is intended that the Properties shall be considered as housing  
14 for older persons as defined in the Fair Housing Amendments Act of 1988 and all subsequent  
15 applicable amendments to the Federal Fair Housing Act.

16  
17 8.1.1. Unless otherwise provided in this Declaration, each Lot shall be occupied  
18 by at least one person 55 years of age or older. Notwithstanding the foregoing, if  
19 an Owner who is 55 years of age or older dies and leaves the Dwelling Unit to a  
20 surviving spouse or other co-habitant previously residing with the deceased  
21 Owner, who is at least 45 years old, the surviving spouse or co-habitant may  
22 remain in the Dwelling Unit so long as the Properties can still be considered as  
23 housing for older persons.

24  
25 8.1.2. No person who has not yet reached his/her 18<sup>th</sup> birthday shall reside  
26 permanently in the Properties. However, this restriction shall not apply to  
27 individuals that are merely visiting for a temporary period of time, not to exceed  
28 30 days, during any calendar year.

29  
30 8.1.3. The occupancy regulations of this Section pertaining to minimum age  
31 restrictions and the prohibition of minors apply to all occupants, whether Owners  
32 or tenants, and to all leases as well as sales.

33  
34 8.1.4. The Board of Directors has the exclusive right to determine who is a  
35 resident or occupant for the purposes of determining compliance with this  
36 Section.

37  
38 8.1.5. The Board of Directors has the right to verify date of birth of Dwelling  
39 Unit occupants. The Association requires age verification at least every two years  
40 and may request acceptable proof of age, including driver's license, passport,  
41 immigration card, birth certificate or other government-issued document.

1 8.1.6. The Board of Directors shall establish procedures to insure compliance  
2 with the State and Federal Fair Housing Acts, and any other legislation or  
3 governing regulations pertaining to this Section.  
4

5  
6 8.2. Animal Restrictions.  
7

8 8.2.1. No livestock of any kind, including but not limited to goats, rabbits, pigs and  
9 poultry, or wild or exotic animals, are permitted on the Properties. This prohibition  
10 includes maintenance solely for the purpose of rehabilitation or rescue and  
11 release.  
12

13 8.2.2. Owners may keep no more than three (3) generally-recognized household  
14 pets. These pets must be kept in accordance with Pima County ordinances,  
15 including all required vaccinations, provided:  
16

17 A. They are not kept, bred or maintained for any commercial purpose.  
18

19 B. Such pets do not create a nuisance for any other resident within the  
20 Properties. The Board of Directors, in its sole discretion, is authorized to  
21 determine whether the presence of a particular pet constitutes a nuisance  
22 and whether a particular pet is generally-recognized as a household pet. If a  
23 particular pet is deemed a nuisance by the Board, in its sole discretion, the  
24 Board may require the pet owner to remove the pet upon 10 days' notice.  
25

26 C. Pets shall be confined within the limits of the Lot or restrained by a leash  
27 when the pet is outside the boundaries of the Lot. Voice control of pets is not  
28 permitted as a substitute for a leash or cage.  
29

30 D. Any droppings left by the pet are picked up and disposed of in a closed  
31 trash receptacle, including droppings on any Lot or Common Area.  
32

33 E. No structure for the care, housing, confinement, or training of any animal  
34 or pet shall be maintained on any portion of the Properties. No kennels or  
35 runs are permitted.  
36

37 8.3. Antennas and Exterior Devices. Subject to the Federal Telecommunications Act of  
38 1996 and any other applicable law, no exterior antennas or other devices for the transmission or  
39 reception of communication, television or radio signals, including satellite dishes shall be erected  
40 or maintained without prior written authorization of the Architectural Review Committee. No  
41 other exterior devices, modifications, or additions, shall be constructed on the exterior of a Lot  
42 (including the roof) without the prior written authorization of the Architectural Review  
43 Committee.  
44



1       8.4.   Business Activities. All Lots shall be used for single-family residential purposes  
2 only. The following applies with respect to home business activities within the Properties:

3  
4       8.4.1.   Criteria for Home Business. No trade or business may be conducted in  
5 or from any Lot, except that an Owner or occupant residing in any Lot may conduct  
6 business activities within the Lot so long as:

7  
8           A.   The existence or operation of the business activity is not apparent or  
9 detectable by sight, sound or smell from outside the Lot;

10  
11          B.   The business activity conforms to all zoning requirements and any other  
12 governmental requirements for the Properties;

13  
14          C.   The business activity does not involve any person conducting such  
15 business who does not reside in the Lot or undertakes door-to-door  
16 solicitation of residents of the Properties;

17  
18          D.   The existence or operation of the business does not require additional  
19 people, cars or delivery vehicles; and

20  
21          E.   The business activity does not constitute a nuisance, or a hazardous or  
22 offensive use, or cause the Owners to violate any other provisions of this  
23 Declaration, or threaten the security or safety of other residents of the  
24 Properties, as may be determined in the sole discretion of the Board.

25  
26       8.4.2.   Pertinent Definitions. The terms "business" and "trade," as used in this  
27 provision, shall be construed to have their ordinary, generally-accepted meanings.

28  
29       8.4.3.   Patio Sales or Garage Sales. No community-wide garage or patio sales  
30 shall be held within the Properties. However, any individual Owner or occupant,  
31 or the executor of the estate of a deceased Owner or occupant, may hold a patio  
32 sale, garage sale, or estate sale on a Lot for a period of not more than 48 hours.

33  
34       8.5.   Clotheslines. Clotheslines shall be concealed from view of neighboring Lots and  
35 streets.

36  
37       8.6.   Drilling & Generators. No drilling equipment is permitted in the Properties, except  
38 as may be permitted by the Board of Directors for limited purpose. No structure or equipment  
39 for the wind-powered generation of electricity shall be permitted on any Lot.

40  
41       8.7.   Nuisance and Condition of Lots.

42  
43       8.7.1. No Lot shall be used in whole or in part for the storage of any items  
44 whatsoever that will cause the Lot to appear in an unclean, untidy or unsightly

1 condition. No dirt, clippings, prunings, trash or debris of any kind shall be swept,  
2 thrown or transferred in any manner from a Lot onto another Lot or the Common  
3 Area. Owners shall instruct their contractors that no debris shall be left in the  
4 Common Area. The Owners shall be responsible for cleanup of clippings, prunings,  
5 trash or debris that they or their contractors leave in the Common Area.  
6

7 8.7.2. No Owner shall engage in any activity or permit any activity to occur on the  
8 Properties which shall result in unusual, loud or obtrusive noises or sounds, glaring  
9 or bright lights, or any other activity which is a source of annoyance to surrounding  
10 occupants.  
11

12 8.8. Rentals. No room or rooms in any Dwelling Unit may be rented or leased;  
13 however, any Owner may rent his/her entire Dwelling Unit for a minimum rental term of 28 days,  
14 subject to the following requirements and conditions:  
15

16 8.8.1. Obligations of Tenants. All provisions of the Community Documents  
17 which govern the conduct of Owners and which provide for sanctions against  
18 Owners shall also apply to tenants. The Owner shall provide his/her tenant with  
19 copies of the Community Documents. If the Owner fails to do so, the Association  
20 may provide copies to the tenant.  
21

22 8.8.2. Notification to Association. Within seven days of inception of a rental,  
23 an Owner renting his/her Lot shall give the Association, in writing on the form  
24 provided by the Association, the name of the tenant(s) of the Lot, contact  
25 information for the tenant(s); the time period of the rental, including the  
26 beginning and ending dates of the tenancy; and the make, model, color and the  
27 license plate numbers of the tenants' vehicles.  
28

29 8.8.3. Enforcement of Rental Restrictions. An Owner shall be responsible for  
30 any violation of the Community Documents by his/her tenant or any other persons  
31 residing in the Lot, and their guests or invitees. In the event of any violation, the  
32 Owner, upon demand of the Board of Directors, shall immediately take all  
33 necessary actions to correct any such violations.  
34

35 8.9. Signs. No sign of any kind shall be on a Lot or Common Area, unless the sign has  
36 been approved by the ARC, except "For Sale," "For Rent," security signs, and signs or other  
37 postings which may be required by legal proceedings; or "Open House" or "Garage/Patio/Estate  
38 Sale" signs which are in place not more than two hours before and after the time of the event.  
39 The placement of any sign shall not obstruct sidewalks or any other area of public access. If the  
40 Owner(s) of any Lot wishes to sell or rent, the Owner or his/her Realtor may erect one  
41 commercially-produced "For Sale" or "For Rent" sign of industry standard size (18" x 24") on the  
42 Lot. Said sign shall be removed within one week after close of escrow. The sign shall be the  
43 standard type used by real estate professionals without additional advertising or adornment,  
44 except one sign rider that does not exceed 6" x 24". Indoor and outdoor display of political signs

1 are allowed no earlier than 71 days prior to an election, and no later than three days after an  
2 election day in accordance with A.R.S. §33-1808 and applicable Pima County ordinances.

3  
4 8.10. Solar Energy Devices. Solar energy devices may be installed on any Lot with the  
5 prior approval of the Architectural Review Committee. Solar energy devices should be placed in  
6 a manner that makes them the least visible to neighboring Lots while retaining functionality and  
7 efficiency. The Architectural Review Committee may adopt reasonable rules regarding the  
8 placement of any solar energy device.

9  
10 8.11. Storage Tanks & Equipment. No elevated tanks of any kind shall be erected, placed  
11 or permitted on any part of the Properties. No tanks may be erected, placed or buried in the Lots  
12 for the storage of any flammable product (such as gas, oil, etc.), except small tanks such as those  
13 containing flammable substances for use in outdoor grills, recreational vehicles or medical  
14 purposes, which may be exempt from this restriction. Rainwater collection containers must be  
15 approved by the Architectural Committee before installation and may not exceed the height of  
16 the side yard wall.

17  
18 8.12. Temporary Dwellings. No temporary house or house trailer or temporary  
19 structure of any kind shall be placed or erected upon any part of the Properties (including tents  
20 and lean-tos), and no residence placed or erected on any Lot shall be occupied in any manner at  
21 any time prior to its being completed. However, during the actual construction or alteration of  
22 a building on any Lot, necessary temporary buildings for storage of materials, etc., may be  
23 erected and maintained by the contractor.

24  
25 8.13. Trash Storage and Collection. In order to protect the Common Area streets from  
26 damage by unnecessary heavy truck traffic, all household trash and recyclables shall be collected  
27 by a company contracted by the Board of Directors. No Owner or resident shall employ any other  
28 company for this purpose. Unless otherwise determined by the Board of Directors, all exterior  
29 trash or garbage containers shall be buried with their tops flush with the established grade. No  
30 movable trash or recycling bins shall be placed outside of the Dwelling Unit except for collection.  
31 To reduce the exposure time of trash to wildlife, it is recommended that trash containers be put  
32 out for collection in the morning of the scheduled pick-up day. The Board may adopt rules and  
33 regulations governing all matters pertaining to trash removal and recycling services.

34  
35 8.14. Vehicles. The use of all vehicles shall be in accordance with the following  
36 Restrictions:

37  
38 8.14.1. Regular Use Vehicles. This classification includes but is not limited to  
39 trucks, automobiles, golf carts and motorcycles.

40  
41 All Owners or tenants shall park any and all motorized or non-motorized vehicles  
42 in the garage on the Lot. Occasionally, outside parking is necessary and is limited  
43 to 72 hours or less. Guest or visitor parking is temporary and is permitted for a  
44 period not to exceed two weeks. Temporary outside parking is permitted only on

driveways, paved streets, or pull-out gravel areas. Overnight parking is not allowed on service alleys.

8.14.2. Recreational Vehicles. This classification includes, but is not limited to, motorhomes, travel vans, campers, trailers, boats, all-terrain vehicles and similar vehicles.

A. Parking or storing of a Recreational Vehicle is prohibited on all portions of the Properties, except within the confines of a standard-sized garage.

B. Notwithstanding the above, temporary parking of Recreational Vehicles in the driveway of a Lot (if space permits), on paved streets, or pull-out gravel areas, is permitted for the purpose of loading or unloading. Such temporary parking is restricted to a period of not more than 72 hours in any 7-day period, and not more than 144 hours in any 30-day period. Parking of visitor or guest Recreational Vehicles is also subject to these parking restrictions and time limits.

C. The use and/or occupancy of a vehicle or Recreational Vehicle as living quarters on either a temporary or permanent basis are strictly prohibited on any portion of the Properties.

8.14.3. Prohibition Against Inoperable & Stored Vehicles. No inoperable, unlicensed, junked or wrecked vehicles shall be parked on any portion of the Properties. Nor shall any repair or maintenance work (other than vehicle washing or waxing or emergency repairs due to flat tires, dead batteries or similar malfunctions of a temporary and unexpected nature) be done to any vehicle or boat. No vehicles shall be located on the Properties in any state of disrepair or disassembly. No motorized or non-motorized vehicle (whether for recreational use or otherwise), aircraft, motorcycle, trailer or boat may be stored anywhere upon the Properties except within the confines of a standard-sized garage.

8.14.4. Commercial Vehicles. No commercial, construction or like vehicles (including, but not limited to, pickup-type vehicles in excess of  $\frac{3}{4}$ -ton capacity, and vehicles bearing commercial signs, advertising or other business insignia, and any commercially licensed vehicle) shall be parked or stored on the Properties, except with the permission of the Board of Directors. This restriction does not apply to delivery or service provider trucks that are parked on a temporary basis.

8.14.5. Application and Enforcement of Parking Restrictions. Upon request, the Board may allow extended outside parking times for certain situations such as moving in or out of a Dwelling Unit, damage repair or major renovation to the

1 Dwelling Unit. If any Owner, occupant, guest or lessee violates this Section 8.14  
2 regarding vehicle parking and storage, the Association may take any action which  
3 is necessary to obtain compliance with this Section, including the removal of  
4 vehicles in violation of this Section, the cost of which shall become the  
5 responsibility of the Owner of the Lot where the vehicle owner resides or is  
6 visiting.

## 8 **ARTICLE 9: EASEMENTS**

9  
10 9.1. Conveyance of Easements. Notwithstanding any other provision in this  
11 Declaration, the Board of Directors, at all times, shall have the right to grant and convey to any  
12 person or entity, easements in, on, over, or under any Common Areas. Purposes could include  
13 constructing, erecting, operating or maintaining thereon, therein and thereunder: roads, streets,  
14 walks, pathways, driveways, temporary overhead or permanent underground lines, cables, wires,  
15 conduits, or other devices for the transmission of electricity, telephone, telecommunications,  
16 and cable television. Other purposes could include: sewers, storm drains, pipes, drainage  
17 easements, water systems, water, heating and gas lines or pipes, and any similar public or quasi-  
18 public improvements or facilities. In addition to the foregoing, the Board of Directors can grant  
19 easements for such other purposes as may be deemed proper by the Board of Directors.

20  
21 9.2. Wall Maintenance Easement. Owners whose residence and/or garage are built  
22 with the outside surface of the exterior wall adjacent to the Lot line may require maintenance  
23 which must be accomplished from the adjoining Lot. Such Owners have a perpetual easement  
24 on the adjoining Lot to perform maintenance but shall be responsible for any damages to the  
25 adjoining Lot incurred during repair or maintenance work on such walls. Each Owner is  
26 responsible for the cost of repair and maintenance on his/her own wall.

27  
28 9.3. Easement for Encroachments in Original Construction. Each Owner hereby  
29 acknowledges and agrees that Dwelling Units, or privately-owned patio walls, improvements and  
30 fixtures, which were initially constructed on the Properties by Declarant in the course of original  
31 construction, may encroach upon the Common Areas or other Lots in the Properties. Such  
32 encroachments caused incidentally by Declarant are permissible and each Owner, by acceptance  
33 of the Deed to his/her Lot, consents thereto.

34  
35 9.4. Common Area Easements. The Association may grant to any Person easements  
36 over Common Areas for any purpose that is of common benefit to the Members. However, the  
37 Association may not, by act or omission, allow Common Area or any other real or personal  
38 property owned by the Association to be abandoned, partitioned, subdivided, encumbered, sold  
39 or transferred without the prior approval of 66-2/3% (i.e., at least 60) of the Lot Owners.

### 40 41 9.5. Utility Easements.

42  
43 9.5.1. Each Lot shall be subject to a perpetual easement in favor of the Owners  
44 of the other Lots to which this Declaration apply, for the construction, connection,

operation, use, maintenance, repair and alteration or attachments for hookups and meters customarily used or installed by utilities servicing said Lots.

9.5.2. Each Lot shall be subject to perpetual utility easements in favor of the Owners of the other Lots and the public utility companies. Said utilities include, but are not limited to, water, sewer, gas, electricity, telephone services, telecommunications, internet and cable TV.

## ARTICLE 10: ENFORCEMENT

10.1. Right to Enforce. The Association or any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. This includes enforcement of Rules, Regulations, Policies and Guidelines adopted by the Board of Directors to carry out the Association's purposes and duties under this Declaration.

10.1.1. Attorney Fees. The prevailing party in any Court action shall be awarded reasonable attorneys' fees and costs. If no Court action is brought, the Association shall be reimbursed by the non-compliant Owner(s), all reasonable attorneys' fees and costs it incurs in enforcing the Community Documents.

10.1.2. Waiver. No delay or omission on the part of the Association in exercising its right to enforcement of this Declaration shall be construed as a waiver of or acquiescence in any breach of any of the restrictions and covenants, and no right of action shall accrue against the Board of Directors, the Association or any Owner for their neglect or refusal to exercise such right of enforcement.

10.1.3. Protection of Mortgagee. No breach of the foregoing provisions, conditions, restrictions or covenants shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Properties acquired by any Person through foreclosure for any breach occurring after such acquisition.

10.2. Enforcement Procedures. At the Board's discretion, a violation of the Community Documents by an Owner, his guests, tenants or family members, may be referred to the Association's attorney for enforcement action in Superior Court or any other court or agency of appropriate jurisdiction. Alternatively, the Board may levy a monetary penalty or other sanction against an Owner in accordance with the Community Documents, applicable law and procedures set forth by the Board of Directors.

10.3. Notice of Violation If any Owner, his/her guests, tenants or family members are in violation of any of the provisions of the Community Documents, the Association, after providing notice and an opportunity to cure the violation, has the right to record a "Notice of

1 Violation” with the Pima County Recorder’s Office, stating the name of the Owner, the Lot and  
2 the nature of the violation, and the Association’s intent not to waive any of its rights of  
3 enforcement. The Notice shall remain of record until the violation is cured.  
4

5 10.4. No Obligation to Enforce. The Association is not obligated to take any  
6 enforcement action if the Board determines, in its sole discretion, that because of considerations  
7 pertaining to the Association’s finances, possible defenses, the time and expense of litigation or  
8 other enforcement action, the likelihood of a result favorable to the Association, or other facts  
9 deemed relevant by the Board, enforcement action would not be appropriate or in the best  
10 interests of the Association. The failure of the Association or an Owner to take enforcement  
11 action with respect to a violation of the Community Documents shall not constitute or be deemed  
12 a waiver of the right of the Association or any Owner to enforce the Community Documents in  
13 the future.  
14

15 10.5. Cumulative Rights and Remedies. All rights and remedies of the Association under  
16 the Community Documents or at law or in equity are cumulative, and the exercise of one right or  
17 remedy shall not waive the Association’s right to exercise another right or remedy.  
18

19 10.6. Violation of Law. Each and every provision of this Declaration, as amended from  
20 time to time, is subject to any and all applicable federal, state and local governmental rules and  
21 regulations, ordinances and subdivision regulations. Any violation of any federal, state, municipal  
22 or local law, ordinance or regulation pertaining to the ownership, occupation or use of any  
23 property within the Properties is declared to be a violation of the Community Documents and  
24 subject to any and all enforcement procedures set forth in such Community Documents.  
25

## 26 **ARTICLE 11: GENERAL PROVISIONS**

27

28 11.1. Binding Effect. By acceptance of a deed or acquiring any ownership interest in any  
29 Lot, each person or entity, for himself or itself, his or its heirs, personal representatives,  
30 successors, transferees and assigns, binds himself, his heirs, personal representatives,  
31 successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions,  
32 rules and regulations now or hereafter imposed by this Declaration and amendments thereof. In  
33 addition, each such person by so doing thereby acknowledges that this Declaration set forth a  
34 general scheme to the development of the Properties and hereby evidences his intent that all  
35 restrictions, conditions, covenants, rules and regulations contained herein shall run with the land  
36 and be binding on all subsequent and future owners, grantees, purchasers, assignees and  
37 transferees thereof.  
38

39 11.2. Mortgagee Protection. No breach of the provisions, conditions, restrictions or  
40 covenants contained within this Declaration shall defeat or render invalid the lien of any  
41 Mortgage made in good faith for value as to any portion of the Properties. Such provisions,  
42 conditions, restrictions and covenants shall be enforceable against any portion of the Properties  
43 acquired by any person through foreclosure or by deed in lieu of foreclosure or any breach  
44 occurring after such acquisition.

1  
2 11.3. Severability. Invalidation of any covenant, restriction, provision or term of this  
3 Declaration by judgment or court order shall not affect any other covenant, restriction, provision  
4 or term hereof which shall remain in full force and effect.  
5

6 11.4. Termination. The aforesaid provisions, conditions, restrictions and covenants, and  
7 each and all thereof, as they are from time to time amended in accordance with the provisions  
8 of Section 11.5 hereof, shall run with the land and continue and remain in full force and effect at  
9 all times and against all persons unless repealed by the written and acknowledged consent of  
10 Owners of at least 75% of the Lots.  
11

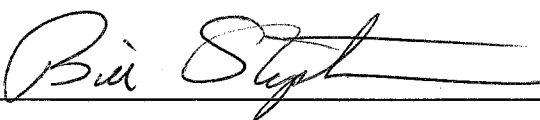
12 11.5. Amendment. This Declaration may be amended at any time by the affirmative  
13 vote of at least 51% of the Owners, submitting one vote per Lot. Any amendment to this  
14 Declaration shall be evidenced by a written document signed by the President and Secretary of  
15 the Association, attesting that the requisite number of Owners consented to such amendment;  
16 and shall become effective on the date the amendment is recorded at the office of the Recorder  
17 of Pima County, Arizona.  
18

19 11.6. Captions and Titles. All captions and titles used in this Declaration are intended  
20 solely for convenience or reference purposes only and in no way define, limit or describe the true  
21 intent and meaning of the provisions hereof.  
22

23 11.7 Interpretation of the Covenants. The Association, by the Board, shall have the  
24 exclusive right to construe and interpret the provisions of this Declaration and all other  
25 Community Documents. In the absence of any adjudication to the contrary by a court of  
26 competent jurisdiction, the Association's construction or interpretation of the provisions hereof  
27 or of any other Community Document, shall be final, conclusive, and binding as to all Persons and  
28 property benefited or bound by this Declaration.  
29  
30  
31  
32  
33

34 IN WITNESS WHEREOF, the undersigned certify that at least 51% of the Members in Green  
35 Valley Townhouse VI Homeowners, Inc. approved this Declaration, thereby superseding the  
36 Original Declaration.  
37

38 GREEN VALLEY TOWNHOUSE VI HOMEOWNERS, INC.,  
39 an Arizona non-profit corporation  
40

41  
42 By  President  
43  
44

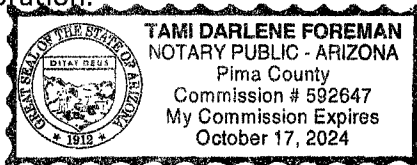


1  
2 ATTEST:  
3  
4

5  
6 By *Jacqueline D. Means* Secretary  
7  
8  
9

10 STATE OF ARIZONA )  
11 : SS:  
12 County of Pima )  
13

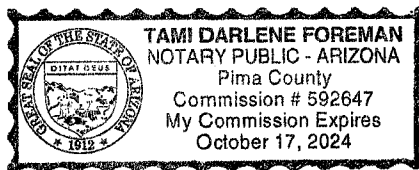
14 The foregoing instrument was acknowledged before me this 30 day of  
15 April, 2021, by Bill Stephenson, President, of  
16 GREEN VALLEY TOWNHOUSE VI HOMEOWNERS, INC., an Arizona non-profit corporation, on  
17 behalf of the corporation.



*Tami Darlene Foreman*  
Notary Public

22 STATE OF ARIZONA )  
23 : SS:  
24 County of Pima )  
25

26 The foregoing instrument was acknowledged before me this 30 day of  
27 April, 2021, by Jacqueline Means, Secretary, of GREEN  
28 VALLEY TOWNHOUSE VI HOMEOWNERS, INC., an Arizona non-profit corporation, on behalf of  
29 the corporation.



*Tami Darlene Foreman*  
Notary Public