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AMENDED AND RESTATED
DEED RESTRICTIONS OF
GREEN VALLEY FOOTHILLS TOWNHOUSES NO. 4

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**AMENDED AND RESTATED
DEED RESTRICTIONS OF
GREEN VALLEY FOOTHILLS TOWNHOMES NO. 4**

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THESE AMENDED AND RESTATED DEED RESTRICTIONS OF GREEN VALLEY FOOTHILLS TOWNHOMES NO. 4 (these "Deed Restrictions") are made this 15th day of June, 2016, by the owners (the "Owners") of the real property described as:

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Tucson Green Valley Unit No. 2, Block 14 as shown in Book 19 of Maps and Plats at page 23 thereof, in the office of the County Recorder of Pima County, Arizona, consisting of :

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- a) The 134 residential sites described on Blanton & Company Map D-67219 copy of which is on file with the Secretary of Green Valley Foothills Townhouses, Inc. and the recorded line adjustments made to a few of those residential lots;
 - b) The Church site as shown on the above referenced Blanton & Company Map D-67-219 and further described in the deed recorded in Docket Book 4510, pages 820-826 in the Office of the Pima County Recorder; and
 - c) The 33.93 acres of common area as described in the deed recorded as item No. 44799, Book 4510, pages 820-826, dated May 15, 1973; and 0.87 acres of common area, being the northerly fifteen (15) feet along Calle de Alegria, Book 6007, pages 601-602; and an additional area of the contiguous northern thirty (30) foot half of Calle de Alegria (to the centerline of that road) abandoned, except for utility rights of way, by Pima County in Proceedings No.2432 recorded in Book 6734, pages 411412, also in Book 19 of Road Maps at page 91 as Instrument No. 30803 at the Pima County Department of Transportation.

Green Valley Foothills Townhouses, Lots 135 through 169 (35 residential sites), common areas "A" & "B", a subdivision of Pima County, Arizona, as shown in Book 31 of Maps and Plats at page 90 thereof, in the office of the County Recorder of Pima County, Arizona (together, the "Properties").

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RECITALS

WHEREAS, LAWYERS TITLE OF ARIZONA, an Arizona Corporation, [fka Arizona Land Title and Trust Company] as Trustee under Trust Number 6323-T executed and recorded a *Declaration of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Town Houses, Unit #4*, recorded in the Office of the County Recorder of Pima County, Arizona on February 21, 1968, in Book 3186, page 123 *et seq.*; and

1 WHEREAS, said Declaration has been amended and shall be referred to herein as the
 2 "Original Declaration," which shall include the following amendments and revisions:

3

4 Amendment	Title	Recording Info.	Recording Date
5 1	Amendment	Book 3783 at page 435	July 8, 1970
6 2	Declaration	Book 4166 at page 248	January 14, 1972
7 3	Declaration	Book 4305 at page 834	August 1, 1972
8 4	Revision	Book 5293 at page 548	May 7, 1976
9 5	Revision	Book 6189 at page 765	January 7, 1980
10 6	Amendment	Book 6195 at page 1086	January 15, 1980
11 7	Revision	Book 6704 at page 601	January 25, 1982
12 8	Amendment	Book 8761 at page 698	April 6, 1990
13 9	Revision	Book 8993 at page 1323	March 12, 1991
14 10	Revision	Book 9316 at page 669	June 19, 1992
15 11	Revision	Book 10293 at page 708	May 13, 1996
16 12	Revision	Book 10813 at page 351	June 9, 1998
17 13	Revision	Book 10293 at page 708	May 13, 1996
18 14	Revision	Book 12568 at page 1192	June 7, 2005
19 15	Revision	Sequence #20121250007	May 4, 2012

20

21 **WHEREAS**, these Deed Restrictions amend and restate the Original Declaration; and

22
 23 **WHEREAS**, at least 51% of the votes of Members of Green Valley Foothills Townhouses,
 24 Inc. were in favor of the adoption of these Deed Restrictions.

25
 26 **NOW THEREFORE**, the Owners hereby declare that the Properties are and shall be held,
 27 conveyed, encumbered, leased, and used subject to the following covenants, conditions, uses,
 28 restrictions, limitations, obligations, easements, equitable servitudes, charges and liens
 29 (hereinafter collectively referred to as the "Restrictions"), all of which are for the purpose of
 30 enhancing and protecting the value, desirability and attractiveness of the Properties. The
 31 Restrictions set forth herein shall run with the Properties, shall be binding upon all persons
 32 having or acquiring any right, title or interest therein, and shall inure to the benefit of, be
 33 binding upon and enforceable by all Owners, the Association and their successors and assigns in
 34 interest.

35
 36 **ARTICLE 1: DEFINITIONS**

37
 38 1.1. "Articles" shall mean the Articles of Incorporation of the Association and
 39 amendments thereto which are or shall be filed in the office of the Arizona Corporation
 40 Commission.

41
 42 1.2. "Assessments" shall mean Annual Assessments and Special Assessments.
 43

1 1.3. "Association" shall mean Green Valley Foothills Townhouses, Inc., an Arizona
2 non-profit corporation, acting as the homeowners' association for the Properties, its successors
3 and assigns.
4

5 1.4. "Board" shall mean the Board of Directors of the Association.
6

7 1.5. "Bylaws" shall mean the Bylaws of the Association, together with any
8 amendments thereto.
9

10 1.6. "Common Area(s)" shall mean the real property and any improvements thereon,
11 from time to time owned and controlled by the Association for the common use and enjoyment
12 of the Owners, which real property is designated as Common Area on the Plat.
13

14 1.7. "Declarant" shall mean Lawyers Title of Arizona, an Arizona corporation, as
15 Trustee under Trust 6323-T, and its successors or assigns. Any rights of the Declarant may be
16 exercised by the Declarant's sole beneficiary, Fairfield Green Valley, Inc., an Arizona
17 corporation, the developer of the Properties.
18

19 1.8. "Deed Restrictions" shall mean these Deed Restrictions as they may be amended
20 from time to time.
21

22 1.9. "Dwelling Unit" shall mean the improvements placed upon or within the
23 boundary of any Lot.
24

25 1.10. "Eligible Voter" shall mean a Member in Good Standing with the right to one vote
26 per issue per Lot owned. Fractional votes shall not be accepted.
27

28 1.11. "First Mortgagee" shall mean the holder of any Mortgage under which the
29 interest of any Owner of a Lot is encumbered, and which mortgage has the first and paramount
30 priority (referred to in these Deed Restrictions as "First Mortgage"), subject only to the lien of
31 general or *ad valorem* taxes and assessments and such other matters as are recognized in such
32 First Mortgage as permitted exceptions.
33

34 1.12. "Governing Documents" shall mean these Deed Restrictions; the Articles of
35 Incorporation and Bylaws of the Association; and any rules and regulations promulgated by the
36 Board of Directors.
37

38 1.13. "Improvement" shall mean buildings, roads, driveways, parking areas, fences,
39 walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping
40 improvements of every type and kind.
41

42 1.14. "Lot" or "Site" may be used interchangeably and shall mean any plot of land, or
43 portion thereof within the Properties, that is designated and designed to be used for a dwelling
44 or a church as opposed to the plots of land comprising Common Areas.

1 1.15. "Member" shall mean every Person who holds membership in the Association.

2
3 1.16. "Member in Good Standing" shall mean an Owner who does not owe any
4 delinquent Assessments to the Association. (A lien based on failure to pay GVR dues is not
5 under the jurisdiction of the Association. It is handled exclusively by GVR.)
6

7 1.17. "Mortgage" shall include any consensual monetary encumbrance on a Lot,
8 evidenced by an instrument in recordable form and shall specifically include both mortgages
9 and deeds of trust. The term "Mortgagee" shall include a beneficiary under a Deed of Trust,
10 and the term "First Mortgagee" shall mean the holder of any Mortgage or the beneficiary of
11 any deed of trust under which the interest of any Owner of a Lot is encumbered and which
12 Mortgage or deed of trust has first and paramount priority, subject only to the lien of general or
13 ad valorem taxes and assessments (which shall be referred to herein as a "First Mortgage").
14

15 1.18. "Mortgage" shall mean any mortgage, deed of trust or other security instrument
16 by which a Lot or any part thereof is encumbered.
17

18 1.19. "Owner" shall mean the record holder, whether one or more Persons, of the fee
19 simple title to any Lot which is part of the Properties, but excluding: (A) Persons holding an
20 interest merely as security for the performance of an obligation, (B) a purchaser under a
21 purchase contract and receipt, escrow instructions or similar executory contract which is
22 intended to control the rights and obligations of the parties to the executory contract pending
23 the closing of a sale or purchase transaction; and (C) a lessee or tenant of a Lot. Owner shall
24 include a Purchaser under a contract for the conveyance of real property, a contract for deed, a
25 contract to convey, an agreement for sale or any similar contract through which a seller has
26 conveyed to a Purchaser equitable title to a Lot under which the seller is obligated to convey to
27 the Purchaser the remainder of seller's title in the Lot, whether legal or equitable, upon
28 payment in full of all monies due under the contract. In the case of Lots, the fee simple title to
29 which is vested in a trustee pursuant to A.R.S., §§33-501 et seq., the Trustor shall be deemed to
30 be the Owner unless the Trustor is deceased, incapacitated or otherwise not able to act as
31 Owner, in which case the Trustee shall be deemed to be the Owner.
32

33 1.20. "Party Elements:" See Section 6.1.
34

35 1.21. "Person" shall include a corporation, company, partnership, firm, association or
36 society, as well as a natural person.
37

38 1.22. "Plat" shall mean the plat of Tucson Green Valley Unit No. 2, Block 14, recorded
39 in Book 19 of Maps and Plats at Page 23, Pima County Records; and the plat of Green Valley
40 Foothills Townhouses, Lots 135 through 169 and Common Areas "A" & "B," a Pima County
41 subdivision, recorded in Book 31 of Map and Plats at page 90, Pima County Records.
42

43 1.23. "Properties" shall mean the real property shown on the Plat.
44

1 maintenance and repair of the Improvements for which the Association is
2 responsible and for unforeseen contingencies;

3
4 2.4.6. The hiring, firing, supervision and paying of employees and independent
5 contractors (including, but not limited to, workers, landscapers, attorneys,
6 accountants, and contractors) to carry out the obligations set forth in the
7 Governing Documents.

8
9 2.4.7. The entering into of such agreements and the taking of such actions as
10 are reasonably necessary and convenient for the accomplishment of the
11 obligations set forth above; the administration of the Association; and the
12 operation and maintenance of the Common Areas and facilities located thereon.

13
14 2.5. Governing Documents. The manner in which the Association carries out its
15 responsibilities shall be controlled by the provisions of the Governing Documents. In the event
16 of any dispute or disagreement relating to the Properties between any Owners or any other
17 Persons subject to these Deed Restrictions, or any question of interpretation or application of
18 the provisions of these Deed Restrictions and any of the other Governing Documents, these
19 Deed Restrictions shall control. In the event of any conflict between the Articles and the Bylaws
20 of the Association, the Articles shall control. In the event of any conflict between any provision
21 of the Rules and any provisions of the other Governing Documents, the provisions of the Rules
22 shall be deemed to be superseded by the provisions of any other Governing Document, to the
23 extent of any such conflict.

24
25 2.6. Rules and Regulations of the Association. The Board is empowered to adopt,
26 amend, or repeal such rules and regulations as it deems reasonable and appropriate
27 (collectively, the "Rules"), which shall be binding upon all Persons subject to these Deed
28 Restrictions and shall govern the use or occupancy of the Properties. The Rules shall govern
29 such matters as the Board deems to be in furtherance of the purposes of the Association,
30 including, without limitation, the use of the Common Area. The Rules may be adopted,
31 amended, or repealed at any special or regular meeting of the Board upon a vote of a majority
32 of all the Directors, and shall take effect after **thirty (30)** days' written notice to the Owners,
33 unless the rule(s) being adopted, amended or repealed has a compelling health or safety
34 purpose, in which case **seven (7)** days' notice to the Owners is required.

35
36 The Rules shall have the same force and effect as if they were set forth in and were part
37 of these Deed Restrictions, and shall be binding upon all persons having any interest in, or
38 making any use of, any part of the Properties, whether or not copies of the Rules are actually
39 received by such persons. References to the covenants and restrictions contained herein shall
40 be deemed to refer also to the Rules (except to the extent the Rules are in conflict herewith).
41 The Rules, as adopted, amended or repealed, shall be available for review by each person
42 reasonably entitled thereto, upon written request to the Board. It shall be the responsibility of
43 each person subject to the Rules to review and keep abreast of any changes in the provisions
44 thereof.

1 2.7. Indemnification and Limitation of Liability. The Association shall indemnify to
2 the fullest extent allowed by law, every officer, director, and committee member, against any
3 and all expenses, including attorneys' fees, reasonably incurred by or imposed upon, any
4 officer, director, or committee member, in connection with any action, suit or other proceeding
5 (including settlement of any suit or proceeding if approved by the then Board of Directors) to
6 which he or she may be made a party by reason of being or having been an officer, director or
7 committee member. This provision shall not be deemed to include travel expenses to attend
8 Association meetings or legal proceedings, and shall only include reasonable actual expenses.
9 Neither officers, directors nor committee members shall be liable for any mistake of judgment,
10 negligent or otherwise, except for their own individual willful misfeasance, malfeasance,
11 misconduct or bad faith. The officers, directors and committee members shall have no
12 personal liability with respect to any contract or other commitment made by them, in good
13 faith, on behalf of the Association (except to the extent that such officers, directors, or
14 committee members may also be members of the Association), and the Association shall
15 indemnify and forever hold each such officer, director and committee member free and
16 harmless against any and all liability to others on account of any such contract or commitment.
17 Any right to indemnification provided for herein shall not be exclusive of any other rights to
18 which any officer, director or committee member, or former officer, director, or committee
19 member may be entitled. The Association shall, as a common expense, maintain adequate
20 general liability and officers' and directors' liability insurance, to also include committee
21 members, to fund this obligation. The indemnification provided herein is conditioned on the
22 cooperation of the involved officer, director or committee member, in the handling of and
23 settlement of any claim or legal proceedings at issue.

24
25 **ARTICLE 3: COVENANTS FOR ASSESSMENTS**

26
27 3.1. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner
28 (including the Church Site owner), upon the recordation of a deed to any Lot, whether or not it
29 shall be so stated in such deed, agrees and covenants to pay to the Association: (A) Annual
30 Assessments or charges, and (B) Special Assessments. These Assessments shall be established
31 and collected as provided in this Article. All Assessments levied against a Lot, together with
32 interest from the date of delinquency until paid, late fees, costs and reasonable attorneys' fees,
33 shall be charged against the Lot and shall be a continuing lien upon the Lot. Such lien shall be
34 deemed to have attached as of the date of recordation of the Original Declaration, and shall be
35 senior to all matters other than tax liens for real property taxes on the Lot, assessments on the
36 Lot in favor of any municipal or other governmental assessing unit, reservations in patents, and
37 the lien of any First Mortgage.

38
39 Delinquent Assessments, together with interest, late fees, costs, and reasonable
40 attorneys' fees, also shall be the personal obligation of the person who was the Owner of such
41 Lot at the time when the Assessment was levied, and shall bind his/her heirs, devisees, personal
42 representatives and assigns. Except as otherwise provided herein, the personal obligation for
43 delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

1 3.2. Purpose of Assessments. The Assessments levied by the Association shall be
2 used exclusively to promote the recreation, health, safety, welfare, and enjoyment of the
3 residents in the Properties, for the improvement and maintenance of the Common Area,
4 enforcement of the Governing Documents, and the establishment of reasonable reserves for
5 anticipated future expenditures for such purposes.
6

7 3.3. Annual Assessment. The Board shall determine the amount of the Annual
8 Assessment, based upon the operating budget of the Association, including appropriate
9 reserves. The amount of the Annual Assessment may not be increased more than **twenty**
10 **percent (20%)** over the previous year's Assessment without the affirmative vote of a majority
11 of the Eligible Members in the Association at an annual meeting or at a special meeting duly
12 called for this purpose. The vote also may be by written ballot in place of a meeting. The Board
13 of Directors may fix the Annual Assessment at an amount not in excess of the maximum
14 referred to above.
15

16 3.3.1. Budgeting. Each year, the Board shall prepare, approve and make
17 available to each Member, a budget containing: (A) estimated revenue and
18 expenses; and (B) the amount of total cash reserves of the Association currently
19 available for replacement or repair of the Common Area or other areas within
20 the Properties which the Association may be responsible to repair and maintain,
21 and for contingencies. The total amount needed to fund the annual budget shall
22 be charged equally against all Lots as Annual Assessments, subject to any
23 limitations set forth in the Governing Documents. The Board shall prepare and
24 approve the annual budget and distribute a copy to each Lot Owner, together
25 with written notice of the amount of the Annual Assessment to be levied against
26 the Owner's Lot, not less than **fifteen (15)** days nor more than **sixty (60)** days
27 prior to the beginning of the fiscal year.
28

29 3.3.2. Non-Waiver of Assessments. If before the expiration of any fiscal year
30 the Board of Directors fails to fix the Annual Assessments for the next fiscal year,
31 the Annual Assessment established for the preceding year shall continue until a
32 new Annual Assessment is fixed.
33

34 3.4. Special Assessments. Special Assessments may be recommended by the Board
35 of Directors, in addition to the Annual Assessment for: (A) constructing capital improvements;
36 (B) correcting an inadequacy in the current operating account; (C) defraying, in whole or in part,
37 the cost of any construction, reconstruction, repair or replacement of improvements in the
38 Common Area; or (D) paying for such other matters as the Board may deem appropriate for the
39 Properties or the good and welfare of the Members. Special Assessments require the approval
40 of **sixty-seven percent (67%)** of the Members who are voting in person or by absentee ballot at
41 an annual meeting or at a special meeting duly called for this purpose (at which a quorum is
42 present). The vote also may be by written ballot in place of a meeting. Monies collected as a
43 Special Assessment shall be used only for the purpose(s) stated to the Members during the
44 approval process.

1 3.5. Reserve Fund.
2

3 3.5.1. Requirement for Reserve Fund. The Association shall maintain a separate
4 reserve account with the funds therein being used for the periodic maintenance,
5 repair and replacement of the Common Area.
6

7 3.5.2. Funding the Reserves. To the greatest extent possible, the reserve fund
8 shall be funded by a portion of the Annual Assessments of Owners rather than
9 by Special Assessments; provided however, that this provision shall not be
10 deemed to limit the power of the Association to levy any Assessment or charge
11 authorized by these Deed Restrictions.
12

13 3.5.3. Management of Reserves. The reserves which are collected as part of the
14 Annual Assessments shall be deposited by the Association in a separate bank
15 account to be held in trust for the purposes for which they are collected or
16 allocated. Such reserves shall be deemed a contribution to the capital account
17 of the Association by the Owners and, once paid; no Owner shall be entitled to
18 any reimbursement of those funds. The Board is only responsible for providing
19 for such reserves as the Board, in good faith, deems reasonable, and no member
20 of the Board is liable to any Owner or to the Association if the amount in the
21 reserve account proves to be inadequate.
22

23 3.6. Uniform Rate of Assessment and Due Dates. All Annual Assessments and Special
24 Assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be due and
25 payable on or before January 31st of each year, or as otherwise determined by the Board.
26

27 3.7. Certificate of Payment. The Association shall, upon demand, and for a
28 reasonable charge, furnish a certificate signed by an officer of the Association setting forth
29 whether the Assessments on a specified Lot have been paid. A properly executed certificate of
30 the Association as to the status of the Assessments on a Lot is binding upon the Association as
31 of the date of its issuance.
32

33 3.8. Effect of Non-Payment of Assessments; Remedies of the Association. If any
34 Assessment is not paid within **thirty (30)** days of its due date, a late fee and interest may be
35 charged, at the Prime Rate plus ten percent (10%) as published in the Wall Street Journal
36 Eastern Edition Money Rates table. If a check tendered for any Assessment is returned as
37 unpaid for any reason, a charge shall be assessed, as determined by the Board of Directors. If
38 the Association employs an attorney to collect a delinquent assessment, whether by
39 foreclosure of the lien created herein or otherwise, the delinquent Owner shall pay, in addition
40 to the Assessments and interest accrued thereon, such reasonable attorneys' fees and all other
41 costs and expenses incurred by the Association as a result of the delinquency. In addition to all
42 other remedies provided by law, the Association, or its authorized representative, may enforce
43 the obligations of any Owner to pay the Assessments in any manner provided by law or in

1 equity, or without any limitation to the foregoing, or by either or both of the following
2 procedures:

3
4 3.8.1. Civil Action. The Board may cause a civil action to be commenced and
5 maintained in the name of the Association against any Owner who is personally
6 obligated to pay delinquent Assessments. Any judgment obtained in the
7 Association's favor shall include the amount of the delinquent Assessments,
8 interest and late fees; any additional charges incurred by the Association; and
9 any other amounts the court may award, including reasonable attorneys' fees
10 and court costs. A proceeding to recover a judgment for unpaid Assessments
11 may be maintained without the necessity of foreclosing or waiving the
12 Association's lien.

13
14 3.8.2. Enforcement of Lien. As provided in **Section 3.1** above, all Assessments,
15 plus late fees, interest and costs connected therewith, shall be a continuing lien
16 upon the Lot assessed.

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

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

42
43 3.9. No Offset and No Exemption of Owner. No offset against any Assessment shall
44 be permitted for any reason, including, without limitation, any claim that the Association is not

1 properly discharging its duties. No Owner is exempt from liability for payment of Assessments
2 because he/she does not use or enjoy the Common Area, or has abandoned his/her Lot, or for
3 any other reason, including (but not limited to) any allegation that the Board of Directors is not
4 performing its obligations under the Association's Governing Documents.
5

6 3.10. Subordination of the Lien to First Mortgages; Sale or Transfer of Lots The lien for
7 Assessments provided for herein, including without limitation any fees, costs, late charges, or
8 interest which may be levied by the Association in connection with unpaid Assessments, shall
9 be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot pursuant to
10 foreclosure of any such First Mortgage or any proceeding in lieu thereof, including deed in lieu
11 of foreclosure, or cancellation or forfeiture of such executory land sales contract, shall
12 extinguish the lien of Assessments or charges which became due prior to any such sale or
13 transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure,
14 or cancellation or forfeiture of any such executory land sales contract; provided, however, that
15 any such delinquent Assessments or charges, including interest, late charges, costs, and
16 reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and
17 assessed to all Lots as a common expense or may be expressly assumed by a Successor Owner.
18 No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of
19 foreclosure, nor cancellation or forfeiture of such executory land sales contract, shall relieve
20 any Owner of a Lot from liability for any Assessments or charges thereafter becoming due, nor
21 from the lien thereof. In the event of foreclosure of a First Mortgage or the taking of a deed in
22 lieu thereof, such First Mortgagee shall not be liable for unpaid Assessments or other charges
23 which accrued prior to the acquisition of title to the Lot in question by such First Mortgagee.
24

25 3.11. Mortgage Protection and Additional Assessment as Common Expense.
26 Notwithstanding and prevailing over any other provisions of these Deed Restrictions, or the
27 Association's Articles or Bylaws, or the Rules, the following provisions shall apply to and benefit
28 each First Mortgagee of a Lot:
29

30 3.11.1. First Mortgagees shall not be personally liable for the payment of any
31 Assessment or charge, nor for the observance or performance of any covenant,
32 restriction, regulation, Rule, Article or By-Law, except for those matters which
33 are enforceable by injunctive or other equitable actions, not requiring the
34 payment of money, nor shall a First Mortgagee be liable for any violation of the
35 Restrictions that occurred prior to such First Mortgagee acquiring title.
36

37 3.11.2. During the pendency of any proceeding to foreclose the first
38 mortgage, including any period of redemption, the mortgagee (or receiver
39 appointed in such action) may, but is not required to, exercise any or all of the
40 rights and privileges of the Owner of the mortgaged Lot, including (but not
41 limited to) the exclusion of the Owner's exercise of such rights and privileges.
42

43 3.11.3. At such time as the First Mortgagee becomes the record Owner of a
44 Lot, he, she or it shall be subject to all of the terms and conditions of these Deed

1 Restrictions, including but not limited to, the obligation to pay for all
2 Assessments and charges accruing thereafter, in the same manner as any Owner.

3
4 3.11.4. The First Mortgagee, or any other party acquiring title to a mortgaged
5 Lot through foreclosure suit or through any equivalent proceeding arising from
6 said First Mortgage, such as, but not limited to, the taking of a deed in lieu of
7 foreclosure, shall acquire title to the mortgaged Lot free and clear of any lien
8 authorized by or arising out of any of the provisions of these Deed Restrictions or
9 Bylaws which secured the payment of any Assessment for charges accrued prior
10 to the final conclusion of any such foreclosure suit or equivalent proceeding,
11 including the expiration date of any period of redemption.

12
13 3.11.5. First Mortgagees are entitled to pay taxes or other charges which are
14 in default and which may or have become a charge against any Common Area
15 owned by the Association, and such First Mortgagees may pay overdue
16 premiums on hazard insurance policies, or secure new hazard insurance
17 coverage on the lapse of a policy, for such Common Area, and any First
18 Mortgagees making such payment may be owed immediate reimbursement
19 from the Association.

20
21 3.11.6. Nothing in these Deed Restrictions shall in any manner be deemed to
22 give an Owner, or any other party, priority over any rights of a First Mortgagee of
23 a Lot pursuant to the terms of such First Mortgagee's mortgage in the case of a
24 distribution to an Owner of insurance proceeds or condemnation awards for
25 losses or to a taking of any Lot or any part of the Common Area owned by the
26 Association. Each First Mortgagee shall be entitled to timely written notice of
27 such loss or taking.

28
29 3.12 Green Valley Recreation, Inc. (GVR). This Section applies to Lots 135-169 only.

30
31 3.12.1. GVR is a non-profit corporation organized under the laws of the State
32 of Arizona, to establish and maintain facilities and services for social and
33 recreational activities and for the preservation and promotion of health, safety
34 and welfare in the Green Valley Community.

35
36 3.12.2. Each purchaser of a Lot within the Properties, by the payment of the
37 purchase price and acceptance of a deed, agrees for himself, his heirs, successors
38 and assigns, to be bound by the rules and regulations thereof, to pay all
39 membership dues assessed by GVR, and to comply with all provisions of the
40 Articles of Incorporation and Bylaws of GVR.

41
42 3.12.3. Unpaid GVR dues shall constitute a lien upon the Lot against which
43 the dues are assessed. A lien hereby is created with power of sale on each Lot to
44 secure payment of GVR dues, together with reasonable costs of collections,

1 interest and attorney fees, either assessed by GVR, or imposed by the Courts,
2 pursuant to the terms hereof provided that no action shall be brought to
3 foreclose such lien or proceed under the power of sale less than **thirty (30)** days
4 after a notice of claim of lien is mailed to the pertinent Lot Owner by GVR, and a
5 copy thereof is recorded in the Office of the Recorder in the County of Pima,
6 State of Arizona. Any federally-funded mortgage placed upon a Lot by the
7 Owner will take precedence to any lien recorded in favor of GVR.
8

9 **ARTICLE 4: MAINTENANCE**

10 4.1. Common Area & Cooperative Lot Maintenance. As set forth in **Section 2.4**, the
11 Association is responsible to maintain all Common Area. Such maintenance includes
12 landscaping and control of erosion and weeds.

13 4.2. Owner's Maintenance Responsibilities.

14
15 4.2.1. Each Owner shall be responsible for the maintenance and repair of
16 his/her Lot, including the Dwelling Unit and any other improvements on the Lot,
17 reasonably on a par with those of the neighboring Lots, including (but not limited
18 to) utility costs, ad valorem taxes, appliances, heating and cooling units, roof
19 maintenance, and all other exterior and interior repairs and maintenance.
20

21 4.2.2. Each Owner is responsible for landscaping and maintaining the
22 appearance of his/her Lot. This maintenance responsibility includes (but is not
23 limited to) trees, shrubs, grass, driveways, and walks. Owners shall be
24 responsible throughout the calendar year for the control of weeds on their Lots
25 to prevent an unsightly appearance and the dissemination by wind or water of
26 weed seeds to other parts of the Association or neighboring subdivisions. No
27 shrubs, trees or obstructions of any kind shall remain in such places as to cause a
28 traffic hazard.
29

30 4.2.3. If the affected neighbors cannot agree on trimming of vegetation
31 which encroaches from a Lot on other properties, either party may submit the
32 matter in writing to the Landscaping Committee for a decision. If either party
33 disputes the Landscaping Committee's decision, the dispute or controversy may
34 be submitted to the Board of Directors for a decision, which shall be binding
35 upon the affected Owners.
36

37 4.2.4. Additionally, Owners are required to maintain outside yard "street
38 lights" and mailboxes, if present on a Lot.
39

- 40 **A.** Lights must be operational throughout the year, equipped with an
41 auto (photocell) on/off design.

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B. Bulbs in lamp post fixtures will be replaced as needed by the Maintenance Committee. All other maintenance and repair of outside lights and light posts are the Owners' responsibility.

4.2.5. Maintenance and repairs must be undertaken in conformance with the applicable terms of these Deed Restrictions. 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.

4.2.6. If any Dwelling Unit, church or other structure is destroyed in whole or in part as the result of fire or any other cause whatsoever, the Owner must decide, within **sixty (60)** days of the causative event, whether or not to make the necessary repairs or restorations. If the Owner elects to make the repairs or restorations, the work must be completed within **one hundred and twenty (120)** days of said election, barring strikes, lockouts, material shortages or other events beyond the Owner's control. If the Owner elects not to repair or restore his/her property, then said Owner must remove the remaining portion of said structure, Dwelling Unit or church within **sixty (60)** days of said election and restore and maintain the site in a neat, safe and sanitary condition. Such Owner further shall repair or restore any Party Elements or Common Area damaged as a result of fire or by any other cause whatsoever.

4.3. Failure to Maintain. If any Owner fails to fulfill his or her obligations under **Section 4.2**, after approval by **two-thirds (2/3)** vote of the Board of Directors, the Association through its agents and employees, may enter upon the Lot to repair and maintain as needed in the sole discretion of the Board. An invoice for the cost of such maintenance and repair shall be sent to the Owner, and if not paid within **thirty (30)** days from the date of the invoice, the amount due shall be collectible as part of the Assessment to which the Lot is subject, meaning that the Association may file a lien against the Lot for the amount of said expense in the same manner as the Association may file liens against Lots for the failure of the Owner to pay Assessments and take personal action against the Owner for collection of the amount due.

ARTICLE 5: VIEW STANDARDS

5.1. Introduction. Green Valley Townhouses IV has been a view enjoyment community from its inception as shown by the layout of the community, the attention to landscaping and the designs of the homes. Views and landscaping are key ingredients in making the Properties an appealing and attractive community. From the southeast portion of the back of their homes, Owners have a view of the Santa Rita Mountains Sky Island Range above the roof line of the homes in the subdivision. The provisions set forth in this Article 5 establish policies and procedures to maximize view enjoyment (the "View Standards") and to minimize view obstruction of a Lot's Principal View as defined in Section 5.2.

1 5.2. Principal View. The view of the Santa Rita Mountains Sky Island Range is the
2 principal view (the Principal View”) in the Properties.

3
4 5.3 Landscaping Committee’s Role. The Association’s Landscaping Committee shall
5 administer this Article 5 and the Landscaping Committee’s Procedures Manual.
6

7 5.4. Minimizing View Obstruction. Requirements on trimming of trees and other
8 vegetation on a Lot to minimize Principal View obstruction of neighboring Lots is addressed in
9 the Landscaping Committee’s Procedures Manual. If a dispute or controversy arises between
10 neighboring Lot Owners on a view issue, either party may submit the matter in writing to the
11 Landscaping Committee for a decision. If either party disputes the Landscaping Committee’s
12 decision, the dispute or controversy may be submitted to the Board of Directors for a decision,
13 which shall be binding upon the affected Owners. Trimming of trees and other vegetation
14 located on Common Areas to accommodate views from a Lot is a matter to be determined by
15 the Landscaping Committee after consulting with the requesting Owner(s) and any affected
16 neighboring Owners, and taking into account the best interests of the Association.
17

18 5.5. Issues between Neighbors. Cooperative efforts between Owners, and between
19 Owners and the Landscaping Committee are essential for minimizing view concerns.
20 Cooperative use of the Landscaping Committee’s Procedures Manual to address view concerns
21 will protect property values and maintain amicability in the Properties which benefits all
22 Owners.
23

24 To foster cooperation, the following recommendations are offered to Owners:
25

- 26 A. Talk to your neighbor about “view issues.” Such issues will arise, but
27 generally can be resolved if neighbors are cooperative and reasonable.
- 28 B. Be aware that your back and front yard landscaping can obstruct your
29 neighbor’s Principal View.
- 30 C. Use the services of the Landscaping Committee to better understand the
31 View Standards and to learn how other Owners’ view issues have been
32 resolved.
- 33 D. Use these View Standards and the suggested plant list provided by the
34 Landscaping Committee when planning the type and location of new
35 plantings to avoid future view issues.

36 **ARTICLE 6: PARTY ELEMENTS**
37

38 6.1. Definition of “Party Element”. Each installation that is used jointly or in common
39 by the Owners or occupants of adjacent or adjoining Lots or Dwelling Units, including but not
40 limited to walls, sidewalks, roof overhangs, patio walls, carports, driveways, sewers, utility and
41 telephone lines, and any wall or fence which was built as a part of the original construction of a
42 Dwelling Unit upon the Properties and placed on or immediately adjacent to the dividing line
43 between Lots shall constitute a Party Element.
44

1 6.2. Alteration of Party Elements. No Owner may alter the appearance or structure
2 of a party Element (except that landscaping shall not be precluded) without the consent of the
3 Architectural Committee. The Committee may, but is not obligated to, deny approval if all
4 Owners having an interest in or affected by the Party Element have not consented to the
5 alteration. No Owner shall take any action which may destroy the integrity of a Party Element
6 or pose an unsightly appearance or threaten its strength, durability or lasting life. Without
7 limitation, no Owner shall place any plants or shrubs close to a party wall or fence in a fashion
8 that watering of said plants will threaten the foundation of the party wall or fence or cause the
9 foundation to be undermined.

10
11 6.3. Repair and Maintenance of Party Elements. The cost of ordinary repair and
12 maintenance of a Party Element shall be shared equally by the Owners of the Lots having an
13 interest in the Party Element.

14
15 6.4. Damage by Adjoining Owner. This Section applies in the event any Party Element
16 is damaged or destroyed through the act of one adjoining Owner, or any of his/her guests or
17 agents or members of his/her family so as to deprive the other Owner of the full use and
18 enjoyment of such Party Element. The Owner responsible for the damage shall immediately
19 proceed to rebuild and repair the Party Element, or cause it to be rebuilt or repaired, to as good
20 condition as formerly without cost to the other Owner.

21
22 6.5. Damage by Outside Causes. If any Party Element is damaged or destroyed by
23 some cause other than the act of one of the adjoining Owners, his/her agents, guests or family
24 (including ordinary wear and tear and deterioration from lapse of time), both adjoining Owners
25 shall proceed immediately to rebuild or repair the common wall to as good condition as
26 formerly, at their joint and equal expense.

27
28 6.6. Dispute Resolution. In the event of a dispute between Owners with respect to
29 the repair or rebuilding of a Party Element or with respect to the sharing of applicable costs,
30 upon written request of one of such Owners delivered to the other such Owner, the matter
31 shall be heard and determined by a mutually-selected arbitrator, under mutually-agreeable
32 rules of procedure. If the parties cannot agree on an arbitrator or on rules of procedure, the
33 American Arbitration Association shall provide an arbitrator and/or rules of procedure. The
34 arbitrator may award the substantially prevailing party his/her reasonable attorney fees and
35 costs. The arbitrator's decision shall be final and binding on all parties.

36
37 6.7. Private Agreements. Private agreements between Owners may not modify the
38 provisions of this Article.

39 40 **ARTICLE 7: ARCHITECTURAL REVIEW**

41
42 7.1. Architectural Committee. The Architectural Committee shall be appointed by
43 the Board of Directors. The Chair of the Architectural Committee shall be a member of the

1 Board. All architectural matters within the Properties shall be subject to the discretionary
2 review of the Architectural Committee, except as otherwise provided herein.

3
4 7.2. Architectural Standards. The Architectural Committee may adopt and amend
5 written rules and regulations concerning the construction, alteration, repair, modification or
6 addition of any building, wall, fence, coping, carport, ramada, parking area, or any other
7 structure or facility ("Architectural Improvement"), subject to the approval of the Board of
8 Directors. Such rules and regulations shall be promulgated in accordance with **Section 2.6** of
9 these Deed Restrictions.

10
11 7.3. Architectural Review. Prior to the construction, installation or modification of
12 any Architectural Improvement upon a Lot, the Owner is required to obtain the written
13 approval of the Architectural Committee, which approval may be given or denied in the sole
14 discretion of the Architectural Committee. For purposes of this Article, Architectural
15 Improvements shall be deemed to include, but are not limited to, radio antennae, television
16 antennae, satellite stations or dishes, awnings, sunshades, solar energy devices, air
17 conditioners, flagpoles, or any similar structures, and any and all other related matters. Any
18 architectural change must conform to the Pima County Zoning and Building Codes.

19
20 7.3.1. Required Submittal. The Owner shall submit to the Architectural
21 Committee a complete set of plans for the proposed Architectural
22 Improvements, specifications (including materials, exterior color schemes and
23 dimensions); plot plans, which shall include the location of all major structures;
24 and a construction schedule.

25
26 7.3.2. Approval by Committee. The Architectural Committee shall review
27 and shall either approve or disapprove all plans and specifications within thirty
28 (30) days after submission and issuance by the Association of a receipt indicating
29 the date received. If no action is taken by the Committee within thirty (30) days
30 after plan submittal, the plan shall be deemed approved, and the provisions of
31 this Section shall be deemed waived. Approval of said plans and specifications
32 shall be evidenced by the written endorsement of the Architectural Committee
33 upon said plans and specifications, which must be received by the Owner prior to
34 the beginning of any construction. The work of constructing or altering any
35 building or any part the Properties shall be prosecuted diligently from
36 commencement to completion.

37
38 7.3.3. Nonconforming Architectural Improvements. If an Owner makes
39 unapproved Architectural Improvements upon his/her Lot or Architectural
40 Improvements that do not conform to the plans and construction schedule
41 submitted to and approved by the Architectural Committee, the Committee shall
42 give written notice to the Owner of the property upon which such Architectural
43 Improvements have been made. Such notice shall specify the nature of the
44 nonconformity of the Architectural Improvements and shall grant the Owner an

1 opportunity to cure the nonconformity or request a hearing before the Board of
2 Directors. If the matter is not resolved, the Association has the right to avail
3 itself of all applicable legal and equitable remedies.
4

5 7.4. Standards of Review. In reviewing plans for Architectural Improvements or other
6 exterior changes upon a Lot, the Architectural Committee shall exercise its discretion in
7 deciding whether or not the proposed modification is in harmony with the overall scheme of
8 the development of the Properties. The intent is to preserve the integrity and homogeneity of
9 the southwestern style, design and color scheme of the Properties.
10

11 The Architectural Committee shall have the right to deny alterations or modifications for
12 purely aesthetic reasons, if: (A) the Architectural Committee considers the alteration or
13 modification to be unattractive in relation to the overall scheme of development; (B) the
14 Committee considers the alteration or modification to be a nuisance or upset of design; or (C)
15 the Committee considers the alteration or modification to be in contrast to or out of harmony
16 with the style of existing structures. The Architectural Committee may elicit the opinion of
17 other Owners, including the neighbors of the Owner submitting the plan for alteration or
18 modification, as to the effect that the proposed plan might have on the physical views of other
19 Owners. After eliciting these opinions, the Architectural Committee may, but need not, take
20 them into account in making its final decision. While the opinion of no single Lot Owner will
21 control a decision of the Architectural Committee, within its own discretion, the Architectural
22 Committee may, but need not, attach whatever significance it deems appropriate to the
23 statements of residents and/or neighbors of the Owner submitting the proposed alteration or
24 modifications to an existing structure.
25

26 7.5. Requirements for Plans and Specifications. All plans must meet the following
27 minimum criteria and such further criteria as the Architectural Committee requires:
28

29 7.5.1. The plans shall be in accordance with the provisions of these Deed
30 Restrictions and written rules and regulations of the Architectural Committee,
31 and shall not involve material changes to the original construction of the
32 Properties without specific waiver of this sub-Section by the Architectural
33 Committee;
34

35 7.5.2. The plans shall be in sufficient detail to permit the Architectural
36 Committee to make its determination; and
37

38 7.5.3. The plans, as submitted to the Architectural Committee, shall be
39 complete and ready for submittal to obtain a building permit from Pima County
40 or other competent jurisdiction.
41

42 7.6. Cost Recovery. If the Association incurs any costs for review of submitted plans
43 and specifications due to the need for professional services, the Association may charge a

1 reasonable fee to a petitioning Owner for the review of the plans and specifications. This fee
2 shall be paid in advance at the time the plans and specifications are submitted for approval.
3

4 7.7. Limitation of Liability. Although the Architectural Committee shall have the right
5 to reject plans and specifications for reasons which may include their failure to comply with
6 zoning or building ordinances or other governmental regulations or restrictions, or on the basis
7 that such plans and specifications appear to be defective or not prepared in accordance with
8 sound engineering practices, the approval of plans and specifications shall not constitute a
9 representation, warranty or guarantee that such plans and specifications comply with proper
10 engineering or design principles, with zoning or building ordinances or with other governmental
11 regulations or restrictions. By approving plans and specifications, neither the Board of
12 Directors, the Architectural Committee, nor any of its members assumes any liability or
13 responsibility therefor, or for any defect in the structure constructed from such plans and
14 specifications.
15

16 Neither the Board of Directors, the Architectural Committee, nor any of their members
17 shall be liable for damages or otherwise to any person submitting requests or plans for
18 approval, or to any Owner of land subject to these covenants, by reason of any action, mistake
19 in judgment, negligence, failure to act, approval, disapproval or failure to approve or
20 disapprove with respect to any matter within their jurisdiction under the terms of these Deed
21 Restrictions. Any Owner submitting plans to the Architectural Committee, and any Owner, by
22 acquiring title to any Lot, waives his/her claim for damages or other relief arising under the
23 architectural review process established in these Deed Restrictions or by the Board of Directors.
24

25 7.8. Submittal by Member of Committee. If a member of the Architectural
26 Committee wishes to alter, remodel, and/or add to his/her existing structure, a substitute
27 member may be appointed by the Board of Directors to the Architectural Committee to, in
28 conjunction with the remaining members of the Committee, approve or disapprove said plans
29 and specifications.
30

31 7.9. Appeal. Any Owner whose proposal has been disapproved or has received a
32 decision that he or she considers adverse, may appeal the decision to the Board of Directors
33 within **thirty (30)** calendar days of receipt of the original decision. The appeal must be in
34 writing and state the reasons for the request for reconsideration or appeal of the Architectural
35 Committee's decision and the relief requested. The Board shall set a meeting to hear the
36 appeal in closed session unless the applicant wants the appeal heard in an open Board meeting.
37 The applicant and any interested party or parties shall be given notice of said hearing. The
38 applicant and any other interested party or parties may testify and present evidence at the
39 hearing. The date of the hearing shall not be sooner than **ten (10)** days nor later than **twenty**
40 **(20)** days following the receipt by the Board of the notice of appeal. The Board shall issue a
41 written decision within **ten (10)** business days after the hearing has been completed. Failure to
42 do so shall mean that the original decision is affirmed. Decisions of the Board in this regard
43 shall be binding and conclusive.
44

1 7.10. Inspection. Any authorized officer, director, employee or agent of the
2 Association, may at any reasonable time and without being deemed guilty of trespass, enter on
3 any Lot, after reasonable notice to the Owner of such Lot, in order to inspect the Architectural
4 Improvements being constructed or recently completed on such Lot to ascertain that such
5 Improvements have been, or are being built in compliance with the Rules, plans and
6 specifications approved in accordance with this Article, and any other pertinent provision of
7 these Deed Restrictions.

8
9 7.11. Building Requirements. In addition to the requirements in the Architectural
10 Standards, the following restrictions shall apply:

11
12 7.11.1. Structures on Lots. No structure shall be erected upon any Lot for any
13 use other than as a family dwelling. "Row housing" or "townhouses," as these
14 terms are normally understood and defined in the Building Industry and as
15 permitted under applicable rules and regulations as contained in the Zoning
16 Ordinances of Pima County, Arizona, are to be used exclusively. Each Dwelling
17 Unit shall have an interior ground floor area of not less than **one thousand five**
18 **hundred square feet (1500 ft²)** (exclusive of open porches, pergolas, carports or
19 garages), and no additional structure shall be constructed on any Lot. No
20 Dwelling Unit shall exceed one story in height or be higher than the adjacent
21 Units.

22
23 7.11.2. Materials. All building materials in additions, enclosures and walls
24 shall be the same as materials used in the existing building. Any wall adjoining or
25 abutting an existing wall shall be constructed of the same material as the existing
26 wall.

27
28 7.11.3. HVAC Equipment. Air conditioning and/or heating units, including
29 evaporative cooler units, and solar energy devices, may be installed only after
30 written approval from the Architectural Committee. Such units must be
31 screened in a compatible manner if mounted on the ground or the roof.

32
33 7.11.4. Other Equipment. Clotheslines, mechanical equipment of every
34 nature, woodpiles and storage piles shall be screened by walls, plantings or other
35 means in such manner as to conceal them from neighboring Lots and Common
36 Area. Such screens may be installed only after written approval has been
37 obtained from the Architectural Committee or Landscaping Committee.

38
39 7.11.5. Excavation. No excavation of Common Areas or undeveloped Lots
40 shall be permitted without the written approval of the Board of Directors. All
41 activities in connection with such approved excavation shall be continuously and
42 diligently prosecuted from commencement to completion, including the backfill
43 of said excavation. Failure to comply with the terms of the written approval
44 granted by the Board shall entitle the Association to do all things necessary to

1 the excavated area to restore it to its original condition. The grantee of the
2 approval shall be liable for the cost of such restoration.

3
4 7.11.6. Carport Conversions. Affected neighbors' written approval is
5 required before the Architectural Committee may consider an Owner's
6 application to convert a carport to a garage. A neighbor's approval may not be
7 unreasonably withheld. The main consideration that will be given to a
8 neighbor's objection to a proposed carport conversion is the effect on the
9 openness and light in the affected Unit, as may be addressed in the Architectural
10 Standards.

11 12 **ARTICLE 8: LANDSCAPING APPROVAL**

13
14 8.1. Common Area. No new or revised landscaping may be installed on a Common
15 Area by an Owner or occupant without prior written approval from the Landscaping
16 Committee. No vegetation may be removed from Common Area by an Owner or occupant
17 without prior written approval from the Landscaping Committee.

18
19 8.2. Standards of Review. All landscaping on the Properties shall be consistent with
20 and in harmony with the desert-type planting generally employed throughout the area, and
21 with the Landscaping Standards that have been approved by the Board and adopted in
22 accordance with **Section 2.7**. In all instances, said Landscaping Standards shall be used in
23 determining compliance with this Section. The Landscaping Committee shall have the right to
24 disapprove any plans and specifications submitted to it if, in the opinion of the Landscaping
25 Committee, such plans fail to comply with the aforementioned Standards

26
27 8.3. Landscaping Requirements.

28
29 8.3.1. No artificially colored gravel or crushed granite may be used.

30
31 8.3.2. If any Owner or occupant fails to comply with the requirements of
32 this Section, the Board shall issue an order for the removal of the violation within
33 **thirty (30)** days following the receipt of said order, and may avail itself of any
34 other remedy, including (but not limited to) imposition of a monetary penalty.

35 36 **ARTICLE 9: USE RESTRICTIONS**

37
38 9.1. Age Restriction. It is intended that the Properties shall be considered as housing
39 for older persons as defined in the Fair Housing Amendments Act of 1988 and all subsequent
40 applicable amendments to the Federal Fair Housing Act.

41
42 9.1.1. Unless otherwise provided in these Deed Restrictions, each Lot shall be
43 occupied by at least one person **fifty-five (55)** years of age or older.
44 Notwithstanding the foregoing, if an Owner who is **fifty-five (55)** years of age or

1 older dies and leaves the Dwelling Unit to a surviving spouse or other co-
2 habitant previously residing with the deceased Owner, who is at **least forty-five**
3 **(45)** years old, the surviving spouse or co-habitanant may remain in the Dwelling
4 Unit so long as the Properties can still be considered as housing for older
5 persons.
6

7 9.1.2. No person who has not yet reached his/her 18th birthday shall reside
8 permanently in the Properties. However, this restriction shall not apply to
9 individuals that are merely visiting for a temporary period of time, not to exceed
10 **thirty (30)** days, during any calendar year.
11

12 9.1.3. The occupancy regulations of this Section pertaining to minimum age
13 restrictions and the prohibition of minors apply to all occupants, whether
14 Owners or tenants, and to all leases as well as sales.
15

16 9.1.4. The Board of Directors has the exclusive right to determine who is a
17 resident or occupant for the purposes of determining compliance with this
18 Section.
19

20 9.1.5. The Board of Directors has the right to verify date of birth of Dwelling
21 Unit occupants. The Association requires age verification at least every **two (2)**
22 years and may request acceptable proof of age, including driver's license,
23 passport, immigration card, birth certificate or other government-issued
24 document.
25

26 9.1.6. The Board of Directors shall establish procedures to insure compliance
27 with the State and Federal Fair Housing Acts, and any other legislation or
28 governing regulations pertaining to this Section.
29

30 9.2. Animal Restrictions.
31

32 9.2.1. No livestock of any kind, including but not limited to goats, rabbits, pigs
33 and poultry, or wild or exotic animals or birds, are permitted on the Properties.
34 This prohibition includes maintenance solely for the purpose of rehabilitation or
35 rescue and release.
36

37 9.2.2. Owners may keep no more than **two (2)** generally-recognized
38 household pets in accordance with Pima County ordinances, provided:
39

- 40 A. They are not kept, bred or maintained for any commercial
41 purpose.
42
- 43 B. Such pets do not create a nuisance for any other resident within
44 the Properties. The Board of Directors, in its sole discretion, is

1 authorized to determine whether the presence of a particular pet
2 constitutes a nuisance and whether a particular pet is generally-
3 recognized as a household pet.
4

5 C. Pets shall be confined within the limits of the Lot or restrained by
6 a leash when the pet is outside the boundaries of the Lot. Voice
7 control of pets is not permitted as a substitute for a leash or cage.
8

9 D. Any droppings left by the pet are picked up and disposed of in a
10 closed trash receptacle including droppings on any Lot or
11 Common Area.
12

13 E. No structure for the care, housing, confinement, or training of any
14 animal or pet shall be maintained on any portion of the
15 Properties. No kennels or runs are permitted.
16

17 9.3. Antennas and Exterior Devices. Subject to the Telecommunications Act of 1996
18 and any other applicable law, no exterior antennas or other devices for the transmission or
19 reception of communication, television or radio signals, including satellite dishes, which are not
20 in keeping with similar devices already present and approved within the Properties, shall be
21 erected or maintained without prior written authorization of the Board of Directors or the
22 Architectural Committee. No other exterior devices, modifications, or additions, shall be
23 constructed on the exterior of a Lot (including the roof) without the prior written authorization
24 of the Board or the Architectural Committee.
25

26 9.4. Business Activities. All Lots shall be used for single-family residential purposes
27 only. The following applies with respect to home business activities within the Properties:
28

29 9.4.1. Criteria for Home Business. No trade or business may be conducted in
30 or from any Lot, except that an Owner or occupant residing in any Lot may
31 conduct business activities within the Lot so long as (A) the existence or
32 operation of the business activity is not apparent or detectable by sight, sound
33 or smell from outside the Lot; (B) the business activity conforms to all zoning
34 requirements and any other governmental requirements for the Properties; (C)
35 the business activity does not involve any person conducting such business who
36 does not reside in the Lot or door-to-door solicitation of residents of the
37 Properties; (D) the existence or operation of the business does not increase that
38 Lot's use of Common Area facilities over the standard for a single family
39 dwelling; (E) the existence or operation of the business does not require more
40 than a reasonable number of customers or delivery trucks to visit the Lot; and (F)
41 the business activity does not constitute a nuisance, or a hazardous or offensive
42 use, or cause the owners to violate any other provisions of these Deed
43 Restrictions, or threaten the security or safety of other residents of the
44 Properties, as may be determined in the sole discretion of the Board.

1
2 9.4.2. Pertinent Definitions. The terms "business" and "trade," as used in this
3 provision, shall be construed to have their ordinary, generally-accepted
4 meanings.

5
6 9.4.3. Patio Sales or Garage Sales. No communal garage or patio sales shall be
7 held within the Properties except by the First Church of Christ Scientist on its
8 own site and for its own purposes. However, any individual Owner or occupant,
9 or the executor of the estate of a deceased Owner or occupant, may hold an
10 estate sale on a Lot for a period of not more than **forty-eight (48)** hours.

11
12 9.5. Clotheslines. Clotheslines shall be concealed from view of neighboring Lots and
13 streets.

14
15 9.6. Drilling & Generators. No drilling equipment is permitted in the Properties,
16 except as may be permitted by the Board of Directors for limited purpose. No structure or
17 equipment for the wind-powered generation of electricity shall be permitted on any site.

18
19 9.7. Nuisance and Condition of Lots. No Lot shall be used in whole or in part for the
20 storage of any property or item of any character whatsoever or for any activity that causes
21 unreasonable odor or noise, or that will be otherwise unsightly or obnoxious. No owner shall
22 engage in any activity or permit any activity to occur on the Properties which shall result in
23 unusual, loud or obtrusive noises or sounds. No Lot shall be in an unclean or untidy condition:
24 no dirt, clippings, prunings, trash or debris of any kind shall be swept, thrown or transferred in
25 any manner from a Lot onto another Lot or the Common Area.

26
27 9.8. Rentals. No room or rooms in any Dwelling Unit may be rented or leased;
28 however, any Owner may rent his/her entire Dwelling Unit for a minimum lease term of
29 twenty-eight (28) days, subject to the following requirements and conditions:

30
31 9.8.1. Obligations of Tenants. All provisions of the Governing Documents
32 which govern the conduct of Owners and which provide for sanctions against
33 Owners shall also apply to tenants. The Owner shall provide his/her tenant with
34 copies of the Governing Documents. If the Owner fails to do so, the Association
35 may provide copies to the tenant and charge the Owner the cost of doing so.

36
37 9.8.2. Requirements for Leases. All leases shall be in writing and shall
38 specifically provide:

- 39
40 A. The lease is subject in all respects to the provisions of the
41 Declaration and Rules.
42
43 B. The failure of the tenant to comply with the terms and conditions
44 of the Declaration and Rules constitutes a material default of the

1 lease, and the Owner shall be entitled to reenter and retake
2 possession of the premises pursuant to the provisions of the
3 Arizona Landlord Tenant Act, A.R.S. § 33-1301 et seq.
4

5 9.8.3. Notification to Association. Within seven (7) days of lease inception, an
6 Owner leasing his/her Lot shall give the Association, in writing on the form
7 provided by the Association, the name of the tenant(s) of the Lot, contact
8 information for the tenant(s); the time period of the lease, including the
9 beginning and ending dates of the tenancy; a description and the license plate
10 numbers of the tenants' vehicles.
11

12 9.8.4. Enforcement of Leasing Restrictions. An Owner shall be responsible for
13 any violation of the Declaration and Rules by his/her lessee or tenant or any
14 other persons residing in the Lot, and their guests or invitees. In the event of
15 any violation, the Owner, upon demand of the Board of Directors, shall
16 immediately take all necessary actions to correct any such violations.
17

18 9.9. Signs. No sign of any kind shall be on a Lot or Common Area, unless the sign has
19 been approved by the Architectural Committee, except "For Sale," "For Rent," security signs,
20 and signs or other postings which may be required by legal proceedings; or "Open House" or
21 "Patio/Estate Sale" signs which are in place not more than **two (2)** hours before and after the
22 time of the event. The placement of any sign shall not obstruct sidewalks or any other area of
23 public access. If the Owner(s) of any Lot wishes to sell or rent, the Owner or his/her Realtor,
24 with the Owner's permission, may erect one commercially-produced "For Sale" or "For Rent"
25 sign of industry standard size (18" x 24") on the Lot. Said sign shall be removed within **one (1)**
26 week after close of escrow. The sign shall be the standard type used by real estate
27 professionals without additional advertising or adornment, except **one (1)** sign rider that does
28 not exceed 6" x 24". Indoor and outdoor display of political signs are allowed no earlier than
29 **seventy-one (71)** days prior to an election, and no later than **three (3)** days after an election
30 day in accordance with A.R.S. §33-1808 and applicable Pima County ordinances.
31

32 9.10. Solar Energy Devices. Solar energy devices may be installed on any Lot with the
33 prior approval of the Architectural Committee. Solar energy devices should be placed in a
34 manner that makes them the least visible to neighboring Lots while retaining functionality and
35 efficiency. The Architectural Committee may adopt reasonable rules regarding the placement
36 of any alternative energy devices.
37

38 9.11. Storage Tanks & Equipment. No elevated tanks of any kind shall be erected,
39 placed or permitted on any part of the Properties. No tanks may be erected, placed or buried
40 in the Lots for the storage of any flammable product (such as gas, oil, etc.), except small tanks,
41 such as those containing flammable substances for use in outdoor grills, recreational vehicles or
42 medical purposes which may be exempt from this restriction. Rainwater collection containers
43 may not exceed building height and must be screened or painted to obscure their visibility.
44

1 9.12. Temporary Dwellings. No temporary house or house trailer or temporary
2 structure of any kind shall be placed or erected upon any part of the Properties (including tents
3 and lean-tos), and no residence placed or erected on any Lot shall be occupied in any manner at
4 any time prior to its being completed. However, during the actual construction or alteration of
5 a building on any Lot, necessary temporary buildings for storage of materials, etc., may be
6 erected and maintained by the contractor.
7

8 No garage, nor other building or structure shall be erected, placed or maintained on any
9 Lot until the construction and completion of the principal residence, except that the necessary
10 garage or other structures relating to the main residence may be simultaneously constructed;
11 provided, however, that nothing herein contained shall be construed to prevent the
12 incorporation and construction of a garage in and as part of such residence.
13

14 9.13. Trash Storage and Collection. In order to protect the Common Area streets from
15 damage by unnecessary truck traffic, all household trash and recyclables shall be collected by a
16 single company contracted by the Board of Directors. No Owner or resident shall employ any
17 other company for this purpose. Upon expiration of the existing contract for trash and
18 recyclables collection, the Board of Directors shall be responsible for obtaining the most
19 satisfactory contract available from one company to collect all trash and recyclables from every
20 household in the Association. Unless otherwise determined by the Board of Directors, all
21 exterior trash or garbage containers shall be buried with their tops flush with the established
22 grade. The Board may adopt rules and regulations governing all matters pertaining to trash
23 removal and recycling services.
24

25 9.14. Vehicles. The use of all vehicles, including but not limited to trucks, automobiles,
26 bicycles and motorcycles, shall be in accordance with the Rules, which may prohibit or limit the
27 use of said vehicles, provide parking regulations or adopt other restrictions regulating the same.
28

29 9.14.1. Parking. All Owners, tenants, guests and invitees shall park any and all
30 motorized or non-motorized vehicles in the garage or carport on a Lot. Occasionally, outside parking is necessary, but outside parking for residents is
31 temporary and is limited to **seventy-two (72)** hours or less. Guest parking on the
32 street is permitted for a period not to exceed **two (2)** weeks.
33

34 9.14.2. Recreational Vehicles.
35

36 A. Parking or storing of a Recreational Vehicle is prohibited on all
37 portions of the Properties, except within the confines of either a
38 standard-sized carport or a standard-sized garage.
39

40 B. Notwithstanding the above, temporary parking of Recreational
41 Vehicles in the driveway of a Lot (if space permits) or in any
42 designated common parking areas within the subdivision, is
43 permitted for the purpose of loading or unloading, or for
44 providing parking for guests. Such temporary parking is restricted

1 to a period of not more than **forty-eight (48)** hours in any 7-day
2 period, and not more than **one hundred forty-four (144)** hours in
3 any 30-day period.
4

5 C. The use and/or occupancy of a vehicle or Recreational Vehicle as
6 living quarters on either a temporary or permanent basis are
7 strictly prohibited on any portion of the Properties.
8

9 D. For purposes of this Section, the term "Recreational Vehicle"
10 shall include motorhomes, vans, campers, trailers, boats, all-
11 terrain vehicles, and similar vehicles. "Recreational Vehicle" shall
12 not include: (A) pick-up trucks with no more than a $\frac{3}{4}$ -ton
13 capacity with camper shells attached that are no more than **seven**
14 **feet (7')** in height as measured from ground level, or (B) mini-
15 motorhomes that are no more than **seven feet (7')** in height and
16 no more than **eighteen feet (18')** in length, so long as said pick-up
17 or mini-motorhome is used on a regular and recurring basis for
18 regular transportation and is parked in accordance with the
19 provisions of this **Section 9.14** applicable to vehicles in general.
20

21 **9.14.3. Prohibition Against Inoperable & Stored Vehicles.** No inoperable,
22 unlicensed, junked or wrecked vehicles shall be parked on any portion of the
23 Properties. Nor shall any repair or maintenance work (other than vehicle
24 washing or waxing or emergency repairs due to flat tires, dead batteries or
25 similar malfunctions of a temporary and unexpected nature) be done to any
26 vehicle or boat. No vehicles shall be located on the Properties in any state of
27 disrepair or disassembly. No motorized or non-motorized vehicle (whether for
28 recreational use or otherwise), aircraft, motorcycle, trailer or boat may be stored
29 anywhere upon the Properties except within the confines of either a standard-
30 sized carport or a standard-sized garage, such as those previously constructed, or
31 as approved by the Architectural Committee.
32

33 **9.14.4. Commercial Vehicles.** No commercial, construction or like vehicles
34 (including, but not limited to, pickup-type vehicles in excess of $\frac{3}{4}$ -ton capacity,
35 and vehicles bearing commercial signs, advertising or other business insignia,
36 and any commercially licensed vehicle) shall be parked or stored on the
37 Properties, except with the permission of the Board of Directors. This restriction
38 does not apply to delivery or service provider trucks that are parked on a
39 temporary basis.
40

41 **9.14.5. Enforcement of Parking Restrictions.** If any Owner, occupant, guest or
42 lessee violates this **Section 9.14** regarding vehicle parking and storage, the
43 Association may take any action which is necessary to obtain compliance with
44 this Section, including the removal of vehicles in violation of this Section, the

1 cost of which shall become the responsibility of the Owner of the Lot where the
2 vehicle owner resides or is visiting.

4 ARTICLE 10: EASEMENTS

5
6 10.1. Conveyance of Easements and Rights-of-Way. Notwithstanding any other
7 provision in these Deed Restrictions, the Board of Directors, at all times, shall have the right to
8 grant and convey to any person or entity, easements or rights-of-way, in, on, over, or under any
9 Common Areas, for the purpose of constructing, erecting, operating or maintaining thereon,
10 therein and thereunder: roads, streets, walks, pathways, driveways, temporary overhead or
11 permanent underground lines, cables, wires, conduits, or other devices for the transmission of
12 electricity for lighting, heating, power, telephone, cable television, security and other purposes,
13 sewers, storm drains, pipes, drainage easements, water systems, water, heating and gas lines
14 or pipes, and any similar public or quasi-public improvements or facilities, and for such other
15 purposes as may be deemed proper by the Board of Directors.

16
17 10.2. Maintenance Easement. Owners whose residence and/or carport/garage are
18 built with the outside surface of the exterior wall adjacent to the Lot line may require
19 maintenance which must be accomplished from the adjoining Lot. Such owners have a
20 perpetual easement on the adjoining Lot to perform maintenance but shall be responsible for
21 any damages to the adjoining Lot incurred during repair or maintenance work on such walls.
22 Each owner is responsible for the cost of repair and maintenance on his/her own wall.

23
24 10.3. Easement for Encroachments in Original Construction. Each Owner hereby
25 acknowledges and agrees that Dwelling Units, or privately-owned patio walls, improvements
26 and fixtures, which have been initially constructed on the Properties by Declarant in the course
27 of original construction, may encroach upon the Common Areas or other Lots in the Properties.
28 Such encroachments caused incidentally by Declarant are permissible and each Owner, by
29 acceptance of the Deed to his/her Lot, consents thereto.

30
31 10.4. Common Area Easements. The Association may grant to any Person easements
32 or rights-of-way over Common Areas for any purpose that is of common benefit to the
33 Members. However, the Association may not, by act or omission, allow Common Area or any
34 other real or personal property owned by the Association to be abandoned, partitioned,
35 subdivided, encumbered, sold or transferred without the prior approval of **sixty-six and two**
36 **thirds percent (66-2/3%)** or at least **one hundred thirty-one (131)** of the Lot Owners.

37
38 10.5. Utility Easements.

39
40 10.5.1. Each Site shall be subject to a perpetual easement in favor of the
41 Owners of the other Sites to which these Deed Restrictions apply, for the
42 construction, connection, operation, use, maintenance, repair and alteration or

1 attachments for hookups and meters customarily used or installed by utilities
2 servicing said Sites.

3
4 10.5.2. Each Site shall be subject to perpetual utility easements in favor of the
5 Owners of the other Sites and the public utility companies. Said utilities include,
6 but are not limited to, water, sewer, gas, electricity, telephone services and
7 cable TV all recorded in the Office of the Pima County Recorder as follows:
8

9	Water	Book 6571, pages 928-929
10	Sewer	Book 6567, pages 505-506 and resolution No. 1979-35 11 of the Pima County Board of Supervisors
12	Gas	Book 6554, pages 508-509 13 Book 6557, page 404 14 Book 8871, page 651
15	Electricity	Book 3315, pages 271-273 16 Book 3343, pages 363-365 17 Book 3570, pages 183-187 Book 5553, pages 723-724 18 Book 5700, page 835 19 Book 6239, pages 817-820 20 Book 6531, page 1095 21 Book 6531, pages 1095-1096 22 Book 6636, pages 450-451
23	Telephone	Book 6574, page 867 24 Book 6580, pages 625-627 and resolution No. 1979-35 of 25 the Pima County Board of Supervisors
26	Cable TV	Book 6727, pages 347-359

27 10.6. Drainage Facilities. Easements for installation and maintenance of drainage
28 facilities are reserved by Pima County as shown on the plat in Book 19, Page 23, in the Office of
29 the Pima County Recorder. Within these easements, no structure, planting, or debris of any
30 kind shall be placed or permitted to remain that could change the established direction of flow
31 or that could obstruct or retard the flow through the channels in said easements.
32

33 **ARTICLE 11: ENFORCEMENT**

34
35 11.1. Right to Enforce. The Association or any Owner has the right to enforce, by any
36 proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or
37 charges now or hereafter imposed by the provisions of these Deed Restrictions. This includes
38 enforcement of Rules and Regulations adopted by the Board of Directors to carry out the
39 Association's purposes and duties under these Deed Restrictions.
40

1 11.1.1. Attorney Fees. The prevailing party in any Court action shall be
2 awarded reasonable attorneys' fees and costs. If no Court action is brought, the
3 Association shall be reimbursed by the non-compliant Owner(s), all reasonable
4 attorneys' fees and costs it incurs in enforcing the Governing Documents.
5

6 11.1.2. Waiver. No delay or omission on the part of the Association in
7 exercising its right to enforcement of these Deed Restrictions shall be construed
8 as a waiver of or acquiescence in any breach of any of the restrictions and
9 covenants, and no right of action shall accrue against the Board of Directors, the
10 Association or any Owner for their neglect or refusal to exercise such right of
11 enforcement. No right of action shall accrue against the Declarant for including
12 herein conditions, covenants or restrictions which may be unenforceable.
13

14 11.1.3. Protection of Mortgagee. No breach of the foregoing provisions,
15 conditions, restrictions or covenants shall defeat or render invalid the lien of any
16 mortgage or deed of trust made in good faith for value as to any portion of the
17 Properties. Such provisions, conditions, restrictions and covenants shall be
18 enforceable against any portion of the Properties acquired by any Person
19 through foreclosure for any breach occurring after such acquisition.
20

21 11.2. Enforcement Procedures. At the Board's discretion, a violation of the Governing
22 Documents by an Owner, his guests, tenants or family members, may be referred to the
23 Association's attorney for enforcement action in Superior Court or any other court or agency of
24 appropriate jurisdiction. Alternatively, the Board may levy a monetary penalty or other
25 sanction against an Owner in accordance with the Governing Documents, applicable law and
26 procedures set forth by the Board of Directors.
27

28 11.3. Notice of Violation If any Owner, his/her guests, tenants or family members are
29 in violation of any of the provisions of the Governing Documents, the Association, after
30 providing notice and an opportunity to cure the violation, has the right to record a "Notice of
31 Violation" with the Pima County Recorder's Office, stating the name of the Owner, the Lot and
32 the nature of the violation, and the Association's intent not to waive any of its rights of
33 enforcement. The Notice shall remain of record until the violation is cured.
34

35 11.4. No Obligation to Enforce. The Association is not obligated to take any
36 enforcement action if the Board determines, in its sole discretion, that because of
37 considerations pertaining to the Association's finances, possible defenses, the time and
38 expense of litigation or other enforcement action, the likelihood of a result favorable to the
39 Association, or other facts deemed relevant by the Board, enforcement action would not be
40 appropriate or in the best interests of the Association. The failure of the Association or an
41 Owner to take enforcement action with respect to a violation of the Governing Documents shall
42 not constitute or be deemed a waiver of the right of the Association or any Owner to enforce
43 the Governing Documents in the future.
44

1 11.5. Cumulative Rights and Remedies. All rights and remedies of the Association
2 under the Governing Documents or at law or in equity are cumulative, and the exercise of one
3 right or remedy shall not waive the Association's right to exercise another right or remedy.
4

5 11.6. Violation of Law. Each and every provision of these Deed Restrictions, as
6 amended from time to time, is subject to any and all applicable federal, state and local
7 governmental rules and regulations, ordinances and subdivision regulations. Any violation of
8 any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership,
9 occupation or use of any property within the Properties is declared to be a violation of the
10 Governing Documents and subject to any and all enforcement procedures set forth in such
11 Governing Documents.
12

13 **ARTICLE 12: GENERAL PROVISIONS**
14

15 12.1. Binding Effect. By acceptance of a deed or acquiring any ownership interest in
16 any Lot, each person or entity, for himself or itself, his or its heirs, personal representatives,
17 successors, transferees and assigns, binds himself, his heirs, personal representatives,
18 successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions,
19 rules and regulations now or hereafter imposed by these Deed Restrictions and amendments
20 thereof. In addition, each such person by so doing thereby acknowledges that these Deed
21 Restrictions set forth a general scheme to the development of the Properties and hereby
22 evidences his intent that all restrictions, conditions, covenants, rules and regulations contained
23 herein shall run with the land and be binding on all subsequent and future owners, grantees,
24 purchasers, assignees and transferees thereof.
25

26 12.2. Mortgagee Protection. No breach of the provisions, conditions, restrictions or
27 covenants contained within these Deed Restrictions shall defeat or render invalid the lien of
28 any Mortgage made in good faith for value as to any portion of the Properties. Such provisions,
29 conditions, restrictions and covenants shall be enforceable against any portion of the Properties
30 acquired by any person through foreclosure or by deed in lieu of foreclosure or any breach
31 occurring after such acquisition.
32

33 12.3. Severability. Invalidation of any covenant, restriction, provision or term of these
34 Deed Restrictions by judgment or court order shall not affect any other covenant, restriction,
35 provision or term hereof which shall remain in full force and effect.
36

37 12.4. Termination. The aforesaid provisions, conditions, restrictions and covenants,
38 and each and all thereof, as they are from time to time amended in accordance with the
39 provisions of **Section 12.5** hereof, shall run with the land and continue and remain in full force
40 and effect at all times and against all persons until January 1, 2025 (the "Base") at which time
41 they shall be automatically extended for successive periods of **ten (10)** years (the "Extension
42 Period") unless within **twelve (12)** months after expiration of the Base Period or any Extension
43 Period, these Deed Restrictions is repealed by the Owners of at least **seventy-five percent**
44 **(75%)** of the Lots.

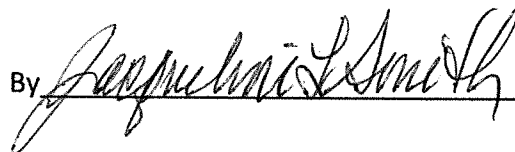
1
2 12.5. Amendment. These Deed Restrictions may be amended at any time by the
3 affirmative vote of at least **fifty-one percent (51%)** of the Owners, submitting **one (1)** vote per
4 Lot. Any amendment to these Deed Restrictions shall be evidenced by a written document
5 signed by the President and Secretary of the Association, attesting that the requisite number of
6 Owners consented to such amendment; and shall become effective on the date the
7 amendment is recorded at the office of the Recorder of Pima County, Arizona.
8

9 12.6. Captions and Titles. All captions and titles used in these Deed Restrictions are
10 intended solely for convenience or reference purposes only and in no way define, limit or
11 describe the true intent and meaning of the provisions hereof.
12

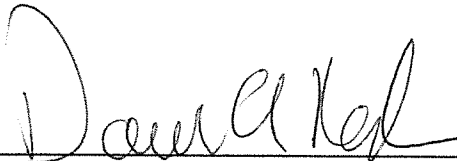
13 12.7 Interpretation of the Covenants. The Association, by the Board, shall have the
14 exclusive right to construe and interpret the provisions of these Deed Restrictions and all other
15 Governing Documents. In the absence of any adjudication to the contrary by a court of
16 competent jurisdiction, the Association's construction or interpretation of the provisions hereof
17 or of any other Governing Document, shall be final, conclusive, and binding as to all Persons
18 and property benefited or bound by these Deed Restrictions.
19

20 IN WITNESS WHEREOF, the undersigned certify that at least **fifty-one percent (51%)** of
21 the Members in Good Standing approved these Deed Restrictions, thereby superseding the
22 Original Declaration.
23

24 GREEN VALLEY FOOTHILLS TOWNHOUSES, INC.,
25 an Arizona non-profit corporation
26

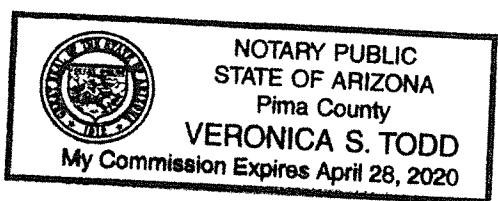
27
28
29 By  President
30
31

32 ATTEST:

33
34
35 By  Secretary
36
37
38
39

1 STATE OF ARIZONA)
2 : ss:
3 County of Pima)
4

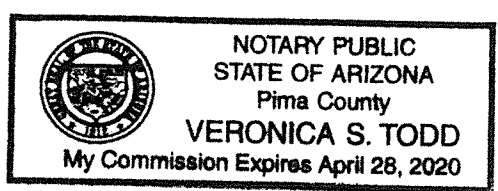
5 The foregoing instrument was acknowledged before me this 27 day of
6 June, 2016, by Jacqueline L. Smith, President, of
7 GREEN VALLEY FOOTHILLS TOWNHOUSES, INC., an Arizona non-profit corporation, on behalf of
8 the corporation.



Veronica S. Todd
Notary Public

16 STATE OF ARIZONA)
17 : ss:
18 County of Pima)
19

20 The foregoing instrument was acknowledged before me this 27 day of
21 June, 2016, by David A. Nank, Secretary, of GREEN
22 VALLEY FOOTHILLS TOWNHOUSES, INC., an Arizona non-profit corporation, on behalf of the
23 corporation.



Veronica S. Todd
Notary Public

33