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Gabriella Cázares-Kelly, Recorder

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Oro Valley, AZ 85755-1963

CAPTION:

**AMENDED AND RESTATED DECLARATION OF CONVENANTS,
CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY
PUEBLO ESTATES HOMEOWNERS ASSOCIATION, INC.**

DO NOT REMOVE

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CH File No: GVPUEBEST.0001

When Recorded Return To:
Green Valley Pueblo Estates
145 W Aliso Dr.
Green Valley, AZ 85614

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GREEN VALLEY PUEBLO ESTATES HOMEOWNERS
ASSOCIATION, INC.**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Green Valley Pueblo Estates Homeowners Association, Inc. (the "Amended and Restated Declaration" or "Declaration") is made effective as of the date this Amended and Restated Declaration is recorded, by the Green Valley Pueblo Estates Homeowners Association, Inc. (the "Association")

RECITALS

- A. WHEREAS, Green Valley Pueblo Estates Homeowners Association, Inc. (the governing organization for Pueblo Estates: Green Valley, Arizona (the "Community" or Association)), a Corporation duly organized and doing business pursuant to Chapter 10, Article 5 of the Arizona Revised Statutes, by a formal vote of the membership conducted on July 31, 2004, after proper notice, revokes in its entirety, The Declaration of Establishment of Covenants, Conditions and Restrictions as set forth on September 14, 1982 and recorded September 16, 1982 in Docket Book 6867 at pages 369-375, and on April 28, 1989 in Docket Book 8529 at pages 935-936, and any additional amendments, all in the office at the Recorder of Pima County, Arizona was amended and restated in its entirety by the recording an Amended and Restated Declaration (the "Declaration") in the form attached hereto as Exhibit A. The Declaration attached as Exhibit A amends and restates all prior or previous declarations.
- B. Green Valley Pueblo Estates Homeowners Association, Inc., hereinafter referred to as "Association" or as the "Corporation", and having jurisdiction over the property identified as Pueblo Estates, Green Valley, Arizona, Lots 1 - 568, the private streets, alleys, easements, rights of way, drainageways and all common areas, as more fully set forth and recorded in the Books of Maps and Plats, in Book 22 at page 12, Book 25 at page 45, Book 27 at page 8, Book 28 at page 55, and Book 29 at page 35, and through Warranty Deeds as recorded in Docket Book 5222 at pages 646-647 and Docket Book 6755 at pages 370-373, and through a Quit Claim Deed as recorded in Docket Book 8091 page 2105, all in the office of the Recorder, Pima County, Arizona, does hereby declare that it has established the following Declaration attached hereto as Exhibit A to which said property shall be subject, all of which shall be binding upon and inure to the benefit of present and future owners, and which shall be imposed upon each part of said property, as a servitude in favor of all other parts thereto.

- C. WHEREAS, this Declaration attached hereto as Exhibit A was approved at a Meeting of the Members upon the approval of a majority of the Members voting in person or by absentee ballot in accordance with Article VI of the Association's Bylaws.

AMENDMENT

NOW, THEREFORE, the Declaration is amended and restated in accordance with the attached Exhibit A.

IN WITNESS WHEREOF, this Declaration was approved at a Meeting of the Members upon the approval of a majority of the Members voting in person or by absentee ballot in accordance with Article VI of the Association's Bylaws.

(Attestation Pages to Follow)

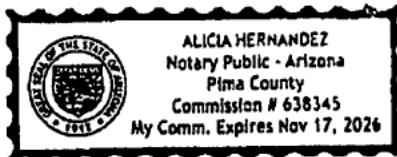
GREEN VALLEY PUEBLO ESTATES HOMEOWNERS ASSOCIATION

an Arizona nonprofit corporation

By: *Mark Rolfes*
Mark Rolfes, President

Date: *2/15/2024*

State of Arizona)
) SS.
County of Pima)



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this *15th* day of February, 2024 by Mark Rolfes, the President of the Green Valley Pueblo Estates Homeowners Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

Nov. 17, 2026
My Commission Expires:

Notary Public *Alicia Hernandez*

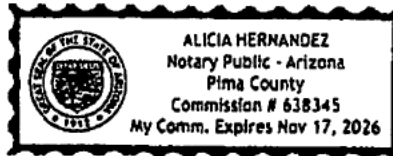
SECRETARY'S ATTESTATION

I, Jill McRae, being the duly elected Secretary of the Green Valley Pueblo Estates Homeowners Association, an Arizona nonprofit corporation hereby attest that the foregoing Declaration was approved by at least a majority of the Members voting in person or by absentee ballot in accordance with Article VI of the Association's Bylaws.

By: Jill McRae
Jill McRae, Secretary

Date: 2-15-2024

State of Arizona)
) SS.
County of Pima)



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 15th day of February, 2024 by Jill McRae, the Secretary of the Green Valley Pueblo Estates Homeowners Association an Arizona nonprofit corporation, for and on behalf of the corporation.

Nov. 17, 2026
My Commission Expires:

Notary Public Alicia Hernandez

Exhibit A

TABLE OF CONTENTS

AGE RESTRICTIONS-----	SECTION 7
ANIMALS/PETS-----	SECTION 15
ASSESSMENTS/FINES/LIENS-----	SECTION 22
BUSINESSES-----	SECTION 6
CARPORTS-----	SECTION 5
CARPORT/PATIO SALES-----	SECTION 6.2
COMPLIANCE WITH RULES AND REGULATIONS-----	SECTION 21
EASEMENTS-----	SECTION 12
EXTERNAL EQUIPMENT LOCATION-----	SECTION 13
FENCES-----	SECTION 4
FLAGS-----	SECTION 13
LANDSCAPING-----	SECTION 4
MAINTAINING LOTS-----	SECTION 19
OBNOXIOUS/ILLEGAL/OFFENSIVE ACTIVITY-----	SECTION 10
PAINT COLOR-----	SECTION 5
PARKING-----	SECTION 11
RECREATION VEHICLES-----	SECTION 11
PROPERTY RENTAL-----	SECTION 6.1
SETBACKS, PROPERTY LINES, & DIMENSIONS-----	SECTION 5
SHRUBS & TREES-----	SECTION 4
SITE PLANS/MODULAR HOME INSTALLATION-----	SECTS. 1-4
SOLICITATION-----	SECTION 9
STREETLIGHTS-----	SECTION 4
STORAGE TANKS AND EQUIPMENT-----	SECTION 17

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREEN VALLEY PUEBLO ESTATES

Green Valley Pueblo Estates Homeowners Association, Inc. (the governing organization for Pueblo Estates: Green Valley, Arizona (the "Community")), a Corporation duly organized and doing business pursuant to Chapter 10, Article 5 of the Arizona Revised Statutes, by a formal vote of the membership conducted on July 31, 2004, after proper notice, revokes in its entirety, The Declaration of Establishment of Covenants, Conditions and Restrictions as set forth on September 14, 1982 and recorded September 16, 1982 in Docket Book 6867 at pages 369-375, and on April 28, 1989 in Docket Book 8529 at pages 935-936, all in the office at the Recorder of Pima County, Arizona has been amended and restated in its entirety by the recording of this Amended and Restated Declaration (the "Declaration").

In lieu thereof there is substituted the following:

Green Valley Pueblo Estates Homeowners Association, Inc., hereinafter referred to as "Association" or as the "Corporation", and having jurisdiction over the property identified as Pueblo Estates, Green Valley, Arizona, Lots 1 - 568, the private streets, alleys, easements, rights of way, drainageways and all common areas, as more fully set forth and recorded in the Books of Maps and Plats, in Book 22 at page 12, Book 25 at page 45, Book 27 at page 8, Book 28 at page 55, and Book 29 at page 35, and through Warranty Deeds as recorded in Docket Book 5222 at pages 646-647 and Docket Book 6755 at pages 370-373, and through a Quit Claim Deed as recorded in Docket Book 8091 page 2105, all in the office of the Recorder, Pima County, Arizona, does hereby declare that it has established the following Declaration to which said property shall be subject, all of which shall be binding upon and inure to the benefit of present and future owners, and which shall be imposed upon each part of said property, as a servitude in favor of all other parts thereof:

1. No residence other than a single story manufactured home may be placed on any Lot or Lots, and not more than one manufactured home shall be placed upon each Lot. When installed on a Lot or Lots, said manufactured home must be new and not less than twenty-four (24) feet in width. Total interior space of the manufactured home must not be less than eleven hundred fifty-two (1,152) square feet, exclusive of driveways, patios, porches, Arizona rooms, sheds or other exterior appurtenances. The front of the manufactured home must face the street if this is feasible.
2. No manufactured home, building, addition or accessory, wall, fence or other structure shall be commenced, erected, altered or maintained, nor shall any external addition to or change or alteration thereto be made until the site plans and specifications showing the nature, kind, shape, type, materials, floor plans, and locations of such structure have been submitted to and approved in writing

by the Board of Directors ("Board"). The Board's failure to give notice of its disapproval of such plans and specifications within thirty (30) business days of receipt by the Board of the site plans and specifications shall be deemed to constitute its disapproval thereof. If the Board disapproves the site plans and specifications, the Owner has thirty (30) days thereafter to file a written appeal. The Board will act on the appeal.

Any deviation from the approved site plans or specifications, however minor, in the placement, construction, erection, or alteration of the manufactured home, or of an exterior driveway, patio, wall, fence, shed, or other addition or accessory shall again require prior written approval by the Board, as outlined in the preceding paragraph.

Properly-completed site plans and specifications shall show the location of buildings, driveways, patios, walls, fences, sheds or other additions or accessories in their relation to Lot lines, easements, streets, and other pertinent information and shall indicate the Lot number, Owner's name(s) and a North arrow.

3. The surface of a Lot or portion thereof shall not be regraded without the prior written consent of the Association. All manufactured homes and/or their exterior appurtenances shall be completely equipped with gutters, and all drainage from the Lot shall be towards the street or as approved in advance by the Association. No well or septic tank may be constructed on any residential Lot.
4. Manufactured homes installed on any Lot must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, and kitchen sink, must be connected to sewage outlets in conformity with the State of Arizona Health Department requirements. Within thirty (30) days after placement on any Lot, all manufactured homes shall be lowered on to a block foundation and back-filled in accordance with the written site plans and specifications or diagram previously approved by Association. Weather permitting, landscaping of the Lot must be completed within one-hundred twenty (120) days after backfilling around the home is completed.
 - 4a. "Landscaping" is defined as the installation of weed barrier cloth with natural or colored crushed stone applied over the entire Lot area, except for the driveway, carport, and sidewalks. Driveways must be concrete. Carports and sidewalks may be concrete, brick, or pavers. Any sand or gravel on the Lot must be replaced with the Landscaping required under this section.

Shrubs, trees, and plant locations, new or replacement, must be approved by the

Board or Architectural Committee to ensure that such plants do not interfere with any person's line of sight while traversing the roadways within the Property. Owners of properties that have fruit trees will promptly pick up all fruit that has dropped from trees before such fruit becomes a health or a safety hazard. If the Owner is gone for a period of time, he or she must make arrangements to have the dropped fruit removed regularly.

- 4b. Gazebos, tents, and free-standing awning and/or shade structures, shade rooms, screen rooms, sheds, garages and any other structure are not permitted on any Lot.
- 4c. Streetlights help identify Lots to first responders. Owners of Lots with streetlights must ensure that the lights are left on from dusk to dawn to facilitate quick location by first responders in emergency situations. Streetlights must be equipped with white bulbs only and should have address numbers displayed with 3-inch black numbers. New or replacement streetlights must be approved by the Board prior to installation. Owners are responsible for all costs associated with installation, maintenance, and operation (including electrical power) of streetlights on their Lot.
- 4d. All fencing must be approved by the Board. No fence or wall, measured from the top of the fence or wall, may be more than four (4) feet higher than the ground level of the Lot measured at the street side (applies to both sides facing a street if on a corner) and not more than six (6) feet higher than the ground level of the Lot measured at the back and sides of the Lot. The back side of an Owner's house faces the easement. The sides of an Owner's house are parallel sides that border the Owner's neighbor's Lot or the street if it is a corner Lot. The sides of an Owner's house are considered to run from the easement to the street. The front of an Owner's house is the part of the Owner's Lot that faces the street side of the Owner's property, contains the entrance to the Owner's carport and runs from side to side. Temporary pet fencing is permitted within the Lot boundaries, subject to approval by the Board. New Chain-link fences will be limited to the rear of the Lot facing the easement.

No shrubs, trees, or obstructions of any kind can be placed on Lots in any location which may be or become a traffic hazard. All fences, walls, shrubs, and trees must meet and continue to meet aesthetic standards as set by the Board.

- 4e. All new manufactured homes installed within the Property must have windows or give the appearance of a window (such as the installation of sunscreens) on the side of the building that faces the street. These windows must be aesthetically sized to match the other windows on the manufactured home.

5. The property line begins seven (7) feet back from the street curb. All structures shall be set back at least these minimum distances from the property lines:

Front and Patio Sides	Ten (10) feet
Back	Eight (8) feet from the center of the easement
Carport	Eight (8) feet

All measurements are from the property line to the nearest part of the overhang, fascia, gutter, or awning.

The project measurements are made from the original four (4) survey pins. If the original survey pins cannot be located or identified, the Owner must, at his or her cost, have the property surveyed by a licensed professional surveyor and provide the Architectural Committee with a copy of the survey, after which the Architectural Committee will either approve or disapprove the project.

No residence shall be constructed without a roof-covered carport. The carport shall be attached to and form an integral part of the manufactured home. Said carport shall be complete within sixty (60) days after the placement of the home on the Lot, and must meet the following parameters:

- (a) The height of the carport alongside the eaves of the residence shall not exceed the height of the eaves.
- (b) The elevation of the upper roof line of a carport at the gabled end of a residence shall not exceed the sloping ends of the directly adjacent (ridge) roof.
- (c) The width of a carport, measured from the outside wall of the residence adjacent to the carport to the outside edge of the carport roof, shall not exceed fourteen (14) feet.
- (d) The length of a carport shall not extend beyond the length of the manufactured home in any direction.
- (e) The finished floor elevation of a carport shall be at no point more than thirteen (13) inches below the finished floor elevation of the attached residence.

Before any Owner makes any changes to the exterior color of any home, or installs a new home, the Owner must submit an application for approval of the exterior color scheme to the Architectural Committee. The exterior color scheme must be selected from the earth tone color chips available in the Club House Office and the color chips must be submitted to the Architectural Committee for its approval along with the application. There are no exceptions to the restrictions set forth in this paragraph.

6.0 No business that would cause excessive traffic, noise, deliveries, or obnoxious smells shall be conducted at any location within the boundaries of Pueblo Estates Homeowners Association. A business conducted within the privacy of a residence (i.e., work from home or online type of business) is permitted if 1) it meets the requirements stated herein and complies with local and state laws 2) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence 3) the business activity does not involve persons coming to the residence or the door-to-door solicitation of Owners or residents and 4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive, as may be determined from time to time in the sole discretion of the Board.

No signs advertising a business shall be posted anywhere within the boundaries of Pueblo Estates Homeowners Association.

6.1 No Lot shall be leased or rented for a period of less than twenty-eight (28) days, and the entire Lot must be leased or rented. No Lot may be advertised, listed, marketed, or otherwise offered in writing or verbally in any form to any party as available for lease for a period of less than twenty-eight (28) days. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Project Documents (meaning the Declaration, Articles, Bylaws and Rules), and that any violation of the Project Documents by the lessee or the other occupants shall be a default under the lease. The Owner of the Lot shall be responsible for any violations by its tenant and its tenant's family, guests and invitees of the Association's Declaration and Rules.

Within ten (10) days following the execution of a lease that is for a period of at least twenty-eight (28) days the Owner shall provide the Association with the following information: (a) the time of the lease, including the commencement date and expiration date of the lease term, (b) the names and contact information of each of the adults occupying the Lot during the lease term; (c) a description and the license plate numbers of the lessees' vehicles; and (d) the tenant shall show a government issued identification that bears a photograph and that confirms that the tenant meets the Community's age requirements. The Association may make available a "tenant registration form" for such information. The Association may charge a fee in connection with new tenancies as permitted by Arizona Statute, and a late fee as permitted by Arizona Statute for failure to submit information on a

timely basis.

- 6.2 Carport Sales No carport sale may be conducted for a period exceeding two (2) days. Permits are required and must be obtained from the Association's office at least three (3) business days prior to the sale. No sales are permitted on garbage pick-up days. Articles sold must be limited to those owned by the property Owner or tenant. Third party sales facilitators (e.g., churches, professional sales companies, representatives of estates and families) must comply with all pertinent Association rules. The carport sale may be advertised in a newspaper and by means of a small sign no larger than in dimensions than 18 x 24 inches placed in the Lot driveway on days of the sale. Directional signs no larger than the same dimensions may be placed at appropriate intersections within Pueblo Estates but must be removed immediately following the conclusion of the sale. No other types of advertising are permitted. Only one sale per Lot per year shall be allowed except in the case of a moving sale or an estate sale. Parking must be restricted to the side of the street nearest to the residence where the sale is conducted. Signs and safety cones, or barrier tape must be used to identify the parking area.
7. Each residence, including rentals, shall be occupied by at least one person who is fifty-five (55) years of age or older.
- No person under thirty-five (35) years of age shall reside in any residence in excess of four (4) weeks in any one calendar year.
8. The use of flags, banners, beacons, or lights to promote the sale of property is prohibited.
9. Door-to-door solicitation or canvassing of any type for any purpose is expressly forbidden, as is peddling or the distribution of any advertising. The only exception is political canvassing in accordance with Arizona's Planned Community Act.
10. No obnoxious, illegal, or offensive activity shall be carried out within any residence, nor upon any Lot, street, easement, drainage way, alley, right of way or common area, nor shall anything be done therein which may be or may become an annoyance or a nuisance to the neighborhood or the Community. Residents and their visitors shall not cause any noise or odor or otherwise disturb the quiet, peace, comfort, security, or serenity of the occupants or surrounding properties between 9 pm and 7 am. The Board shall have the sole discretion to determine whether obnoxious or offensive activity or activity that constitutes an annoyance or nuisance is being carried out in violation of this paragraph.

No Lot or structure shall be used in whole or in part for the storage of any rubbish of any character whatsoever, nor for the storage of any property or thing which shall cause said Lot or structure to appear in an unclean or untidy condition, or that will be obnoxious otherwise. The Board shall have the sole discretion to determine whether a Lot is being maintained in a manner that violates this paragraph.

11. Owners shall limit parking on their Lots to operable vehicles not more than two-hundred thirty-five (235) inches in length bumper to bumper, nor more than seven (7) feet in height, and normally intended for street or highway use. The Board shall be the sole judge as to whether a vehicle is operational. Such vehicles shall be parked only in the carport, garage, driveway, or covered patio on the Lot, but not less than seven (7) feet from the curb line. No vehicle may be parked on the street, set back areas, or on another Owner's property without permission from the other Owner. No vehicles parked on any Lot in Pueblo Estates shall constitute a nuisance or an annoyance to the neighborhood or to the Community. Parking of any vehicles overnight on Pueblo Estates streets, including La Canoa, is prohibited.
 - 11 a. Recreation vehicles (motorhomes, utility trailers, travel trailers, watercraft, and aircraft) may be stored only in the Pueblo Estates Recreation Vehicle Storage Center. Watercraft and aircraft must be on trailers. All-terrain vehicles and motorcycles may also be stored in the Center but must be on trailers. Pueblo Estates residents may temporarily park recreation vehicles near their residence to facilitate loading, unloading, cooling, and battery charging. Parking for such a purpose is limited to a maximum of forty-eight (48) hours during any thirty (30) day period. Recreation vehicles parked on a Pueblo Estates private street must display safety cones at the front and rear of the vehicle.
 - 11b. Non-residents will only be allowed to park recreation vehicles in the Pueblo Estates Club House East parking lot and will be required to display a Temporary Parking Permit issued by the Pueblo Estates office.
12. No obstructions of any nature shall be placed in any utility easement located on any Lot. Easements may not be used as driveways, nor for parking any type of vehicle.
13. No air conditioner, evaporative cooler or other equipment of any type can be placed on a Lot if its height exceeds the highest point of the roof by more than 30 inches. Air conditioners, evaporative coolers, or other equipment of any type that does not violate the preceding sentence may be placed on the Lot but such equipment must be located at the rear of the residence on the Lot. All evaporative

coolers, air conditioners, tanks or similar bulky equipment shall be installed only in such a manner and place as approved by the Association prior to said installation.

- a. Subject to the Telecommunications Act of 1996, exterior antennas for the transmission or reception of television, radio signals or other communication purpose can be erected or maintained on a Lot if they are one meter (39.37") or less in diameter and installed in the least obtrusive place on the Lot where there is still an acceptable quality signal.
 - b. Displaying flags, banners, and signs: Displaying flags, banners and signs is restricted to the area between the curb and a parallel line along the front of the manufactured home. Flags, banners, and signs are permitted on a Lot if they are permitted to be erected or maintained by the Arizona Planned Community Act or Arizona Law.
14. Laundry that is dried outside the residence must be hung so as not to be visible from neighboring Lot or streets.
 15. No farm animals, poultry, wild animals or wild birds (even though domesticated) may be kept as pets within the Community. Approved pets will include only dogs, cats and such house pets as birds or fish. Approved pets may not be bred, nor kept for any commercial purposes, such as boarding. No residence may keep more than two dogs or two cats, or one of each. No animal shall be allowed to make an unreasonable amount of noise, become a nuisance, or present a danger to other persons or pets. The Board will have the right to make the final determination as to whether a specific animal presents a danger or a nuisance to other people or pets. Pet owners are responsible to clean up their animal's solid waste. Owners must be compliant with Arizona Laws regarding animals in their possession. No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to an Owner's Lot except that a dog, cat or other pet shall be permitted to leave an Owner's Lot if such dog, cat or other pet is at all times kept on a leash not to exceed six (6) feet in length and is under the direct control of the Owner. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from the Common Areas. Owners will be liable for all damage caused by their pets. The Board may establish a system of fines or charges for any infraction of the foregoing, and the Board will be the sole judge for determining whether a pet is a common household pet or whether any pet is an annoyance or nuisance. When walking your pet, respect other homeowners' property and the road right-of-way beyond the curb.
 16. Users of all recreational facilities must be attired in conformity with the generally accepted standards of dress.

17. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, placed or permitted upon any part of Pueblo Estates, nor shall any water, oil, or natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom, except that Association reserves the use of one or more of said parcels upon which may be maintained the necessary structures and tanks for the supply of water to the subdivision only.

With the latter exception, no elevated tanks of any kind shall be erected, placed or permitted upon any part of said property; a tank shall be considered elevated if it does not rest upon the ground. Any tanks for use in connection with any residence constructed on said property must be buried or walled in to conceal them from the neighboring Lots, roads or streets.

All equipment for the storage or disposal of any waste shall be kept in a clean and sanitary condition. There are no exceptions to the restrictions set forth in this section.

18. No Owner, guest or resident shall cause anything to be done or kept on the Lot, which would increase the rate of insurance on the Common Area or adjacent Lots, or that would obstruct or interfere with the rights of any other Owner or resident within the property. No Owner, guest or resident shall take action that might endanger others, pose a health or safety risk, or cause any nuisance or engage in any immoral or illegal act.
19. Each Owner must perform all maintenance, weed control, and repair work on his/her Lot so that the Community, as a whole, reflects a high pride and standard of ownership. If the Lot Owner fails to perform this maintenance, he/she is liable for any damages caused by such failure. All repairs and maintenance or any improvements on the Lot and any installations on any Lot, such as water, gas, and electrical connections, telephones, cable, sanitary equipment, and any other improvements located on the Lot, and the cost thereof, will be Owner's responsibility.

Each Owner will reimburse the Association for any expenditures it incurs in weed control, repairing or replacing any portion of the common areas, improvements, equipment, or Community facilities such as streets, alleys, easements or drainage ways, that are damaged as a result of the direct or indirect actions of the Owner, his/her family, tenants, guests, or invitees.

20. The Association shall have the right from time to time hereinafter to make all reasonable modifications, changes, additions, alterations, amendments or

revocations with respect to the Covenants, Conditions and Restrictions in this Declaration, provided, however, that changes, alterations, additions or revocations shall be made only upon an instrument in writing executed by the Association and recorded in the office of the County Recorder of Pima County, Arizona; provided further, however, that any changes, alterations, additions or revocations affecting in any way drainage ways, easements or rights of way shall be made only upon the approval of the Pima County Board of Supervisors.

21. All Owners and property occupants, including tenants and guests, are bound by this Declaration and they shall comply strictly with all By-Laws, Rules and Regulations adopted by the Association, and as the same may be lawfully amended from time to time. As used herein, "Owner" shall mean any person, corporation, partnership or other legal entity who owns, as reflected by the records in the office of the County Recorder of Pima County, Arizona, any of said Lots subject to the conditions and restrictions imposed by the Declaration, but shall not refer to any mortgagee, legal or equitable lien holder under contract for sale of real estate, or trustee or beneficiary under any deed of trust, unless and until such mortgagee or lien holder, by foreclosure or deed in lieu of foreclosure, or the purchaser upon sale by trustee under power of sale in any such deed of trust, has acquired title to such real property or a vendor has forfeited in accordance with law the interest of the buyer under such contract for the sale of real estate.

Failure to comply with this Declaration, the By-Laws, or Rules and Regulations, shall be grounds for injunctive relief or damages, or both, maintainable by the Board of the Association or its agent, on behalf of the Board of the Association, or in the proper case by an aggrieved owner, for the purpose of enforcing this Declaration or the said By-Laws, Rules and Regulations. The Association, will have the right to enforce by any proceeding at law or in equity all covenants and restrictions now or in the future imposed by the provisions of this Declaration or the other Project Documents. Failure of the Association or any Owner to enforce any covenant and reservation in this Declaration or in the other Project Documents will not be deemed a waiver of the right of the Association or any Owner to enforce the covenant or restriction in the future for the same or similar violation. A failure by the Association to disclose or to accurately disclose any of the matters required under A.R.S. § 33-1806.A.4., A.5, or A.6 will not act as a defense to the enforcement of the Project Documents by any Owner for those matters. Deeds of conveyance of all or any part of the Property may incorporate the covenants and restrictions by reference to this Declaration; however, each and every covenant and restriction will be valid and binding upon the respective grantees whether or not any specific or general reference is made to this Declaration in the deed or conveying instrument. Violators of any one or more of the covenants and restrictions may be restrained by any court of competent jurisdiction and damages may be awarded against the violators. The remedies

established in this Declaration may be exercised jointly, severally, cumulatively, successively, and in any order. A suit to recover a money judgment for unpaid assessments, to obtain specific performance, or to obtain injunctive relief may be maintained without the extinguishing, waiving, releasing, or satisfying the Association's liens under this Declaration. Each Owner of a Lot, by accepting a deed for that Lot (whether or not expressed in the deed or conveying instrument) or otherwise becoming an "Owner," specifically acknowledges that any award of monetary damages made in favor of the Owner against the Association for the Association's failure to comply with, or accurately comply with, the provisions of A.R.S. §33-1806 will be satisfied from and limited solely to: (i) the proceeds available under any policy of insurance maintained by the Association for errors or omissions of this type; or (ii) the amount available in any liability reserve account that may be established by the Association and funded through specific liability reserves collected as part of the annual assessments. Any costs, including but not limited to all attorneys' fees and costs whether or not a lawsuit or other action is filed, incurred by the Association in enforcing this Declaration or the other Project Documents shall be the obligation of the Owner of the Lot against which enforcement is sought. Such costs shall include, but not be limited to, all attorneys' fees, whether or not suit is filed, court costs, other fees and expenses, and all damages, liquidated or otherwise, together with interest. Association shall also be a lien as provided for in this Declaration.

Nothing contained herein shall preclude the Board of the Association, of its agents, or an aggrieved owner, from pursuing any other remedy available in equity or at law.

The Covenants, Conditions and Restrictions imposed within this Declaration constitute a general plan only for the benefit of all the owners, and except as otherwise herein specified, all of such Covenants, Conditions and Restrictions shall be binding upon and shall benefit and shall be enforceable by every Owner and shall constitute Covenants running with the land for the benefit of all Owner. Failure to enforce any Covenant, Condition, Restriction or charge herein contained or contained in any By-Law, Rule or Regulation adopted by the Association shall not constitute a waiver of the right to do so thereafter. As used herein, "Board of Directors" means that group of persons elected by the members of the Association, who shall be responsible for the management and administration of said real property or subdivision on behalf of the Association.

22. The Association shall adopt Articles or By-Laws setting forth those who shall be entitled to vote at any meeting of the Association, the method by which votes shall be calculated, the number of owners required to constitute a quorum at any meeting and any and all other matters which are necessary, desirable or convenient for the orderly operation of the Corporation, including but not limited to matters concerning to whom notice should be delivered concerning any

meeting, the method of delivery of such notice and the time period during which said notice shall be delivered. The Association, in its Articles or By-Laws, shall also adopt rules and regulations necessary or desirable to provide for the operation of the Board of Directors.

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, including but not limited to the authority to employ all personnel necessary for the supervision, maintenance and operation of the Association and its real property. The Board of Directors shall be responsible for the management of the real property of the Association, and shall make provisions for the maintenance, repair and replacement of any and all improvements to any of such real property available for the general use of the owners and occupants of any of said lots, and shall have the power to levy assessments for these purposes and to impose liens upon each owner's real property to enforce payment of any such assessments. The Board of Directors shall have the authority to devise, adopt, and promulgate Rules or Regulations covering usage of the common areas, alleys, easements, rights of way, drainage ways and/or facilities belonging to the Association.

All owners shall pay all regular and special assessments imposed by the Board of Directors, and any other charges imposed in accordance with the By-Laws, Rules or Regulations adopted by the Association. The Board will prepare an annual operating budget for each fiscal year and based upon this budget will estimate the total annual assessments to be levied on the Members to defray all expenses of the Association (including reasonable reserves for contingencies and replacements, and for capital improvements). The annual assessments will be payable in monthly installments. The Board will set rates of assessments. One rate will be charged to those Owners on whose Lot a Dwelling Unit has been installed and another rate will be charged to those Owners of vacant lots. The amount of each category of assessments will be established by the Board. The monthly installment of the annual assessment due from the Owners of vacant Lots will be due on the first of the month following the transfer of title to a new Owner. The monthly installment of the annual assessments for Owners of Lots on which Dwelling Units have been installed will be due on the first of the month following the installation of the home on the Lot, the connection of utilities and completion of backfill, regardless of the actual date of occupancy.

No owner may exempt himself from contributing to such assessments or charges by waiver, non-use, or non-enjoyment of any property or interest therein owned by the Association, or by the abandonment of any part of the real property belonging to the Association. A member may have his/her membership rights in the Association suspended if he/she is delinquent in the payment of assessments or any other sum due to the Association. Should any owner fail to pay before

delinquent any regular or special assessment imposed by the Board of Directors, or any other charges imposed in accordance with the Articles, By-Laws, Rules or Regulations adopted by the Association, a lien may be imposed upon the real property owned by such owner. Such lien shall be imposed by the Board of Directors for and on behalf of the Association in accordance with the provisions of the Articles, By-Laws, Rules or Regulations of the Association, the Association being specifically authorized, but shall not be limited, to utilize the methods set forth in the Statutes of the State of Arizona with respect to the enforcement of a mechanic's lien for the imposition and enforcement of such liens, or foreclose the same in the manner provided for the foreclosures of realty mortgages.

Any lien established on any owner's real property to secure payment of any assessment, whether regular or special, or any such charges, shall be in addition to, and not in substitution for, all other claims, rights and remedies which the Association and the Board of Directors might have or may institute against the owner in default, to enforce the provisions hereof. Such liens shall be inferior to and subordinate to and shall not affect the prior rights of the holders of any recorded first mortgage, regardless of whether any such mortgage is now existing, or hereafter made and recorded. In the event of default by any owner in the payment when due of any assessment or charge secured hereby, and the imposition of a lien as aforesaid, the Association may, but shall not be limited as a remedy to, foreclose such lien by suit in like manner as the foreclosure of a mortgage upon real property, or as a mechanic's lien under and pursuant to the statutes of the State of Arizona.

- 23. Every action or omission whereby any Covenant, Condition or Restriction or any By-Law, Rule or Regulation is violated, in whole or in part, shall render it lawful for the Board of Directors or the Corporation to prosecute any proceedings at law or at equity against the person or persons violating or attempting to violate any such Covenant, Condition or Restriction, or any of the By-Laws, Rules or Regulations established by the Corporation, and either to prevent him or them from so doing, or to recover damages for such violation. Should any such suit be instituted to enforce any provisions of this Declaration or of the By-Laws, Rules or Regulations, the owner in violation of the provision of this Declaration or of said By-Laws, Rules or Regulations shall pay all attorney's fee for the Plaintiff's attorney and all applicable costs, in an amount that is fixed by the Court.

In addition to each of the forgoing remedies, and not in limitation thereof, after notice of the violation and an opportunity for a hearing, the Board of Directors may impose a fine of up to \$50.00 for each day that an Owner is in violation of the provisions of this Declaration, the Bylaws or any Rule or Regulation promulgated by the Board of Directors. This fine will be in addition to any costs, expenses or damages incurred by the Association as set forth above. Provided however, this fine is the standard or default fine amount. The Board of Directors specifically reserves the right to establish and set different fine amounts for

different violations in the sole discretion of the Board. In addition, the Board has the right to pursue any other remedies concurrently or separately.

(a) After notice of the violation and an opportunity for a hearing has been provided to the owner, the Board may impose a fine against the owner who has violated the provisions of the governing documents a second or subsequent time.–

(b) In the event any owner fails to pay within 30 days any accrued fines or other amounts due to the Association, a late charge of up to \$15.00 or 10% of the amount due, whichever is greater, may be assessed by the Board of Directors against the Owner. If the Owner refuses to pay any accrued fines, other sums due to the Association, together with late charges imposed thereon, the Board of Directors may enforce the amount due by any means available under Arizona law and the Owner will be responsible for the payment of all attorney fees, court costs and litigation expenses incurred by the Association.

24. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof. In the event that the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which will not violate the rule against perpetuities as set forth in the laws of the State of Arizona. The language used herein shall be construed according to its fair and usual meaning. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. All words used in any gender shall extend to and include all genders. Failure to delay to enforce any Covenant, Condition or Restriction herein contained shall in no event be a waiver of the right to do so thereafter.
25. The breach of any of the foregoing provisions, Conditions, Restrictions or Covenants by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said real property, but said provisions, Conditions, Restrictions and Covenants shall be binding upon and effective against any such mortgage or trustee or Owner thereof, whose title thereto or whose grantor title is or was acquired by foreclosure, trustee's sale or otherwise.
26. The Covenants, Conditions and Restrictions imposed herein shall be binding upon and inure to the benefit of Association and each Owner, their respective heirs, executors, personal representatives, successors and assigns.