

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: JSH  
DEPUTY RECORDER  
0497 EAST-2

W  
WENDY EHRLICH  
9671 N HORIZON VISTA PL  
ORO VALLEY AZ 85704



DOCKET: 13783  
PAGE: 697  
NO. OF PAGES: 44  
SEQUENCE: 20100670332  
04/08/2010  
ARSTR: 13:43  
MAIL  
AMOUNT PAID \$ 49.00

When recorded return to:

Wendy Ehrlich, Attorney PLLC  
9671 N. Horizon Vista Place  
Oro Valley, AZ 85704

---

SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
GREEN VALLEY VILLAS WEST

---

DO NOT REMOVE  
THIS IS PART OF THE OFFICIAL DOCUMENT

44-000-344-4

SECOND AMENDED AND RESTATED  
 DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS  
 FOR GREEN VALLEY VILLAS WEST

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	DEFINITIONS	2
ARTICLE 2	SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES	
2.1	Submission of Property	5
2.2	Name of Association	5
2.3	Unit Boundaries	5
2.4	Allocation of Common Element Interest and Common Expense Liabilities	6
2.5	Allocation of Votes in the Association	6
2.6	Limited Common Elements	6
ARTICLE 3	EASEMENTS	
3.1	Utility Easement	6
3.2	Easements for Ingress and Egress	6
3.3	Unit Owners' Easements of Enjoyment	7
3.4	Easement for Support	7
3.5	Common Elements Easement in Favor Of the Association	8
3.6	Common Elements Easement in Favor Of Unit Owners	8
3.7	Units and Limited Common Elements Easement in Favor of Association	9
3.8	Easement for Unintended Encroachments	9
ARTICLE 4	USE AND OCCUPANCY RESTRICTIONS	
4.1	Residential Use	10
4.2	Antennas	11
4.3	Utility Service	11
4.4	Improvements and Alterations	11

EXHIBIT 100-101-1

4.5	Trash Containers and Collection	12
4.6	Machinery and Equipment	12
4.7	Animals	12
4.8	Mineral Exploration	13
4.9	Diseases and Insects	13
4.10	Trucks, Trailers, Campers and Boats	13
4.11	Motor Vehicles	14
4.12	Towing of Vehicles	14
4.13	Signs	14
4.14	Lawful Use	14
4.15	Nuisances and Offensive Activity	15
4.16	Window Coverings	15
4.17	Leasing of Units	15
4.18	Notification Upon Sale	15
4.19	Age Restriction	15
ARTICLE 5	MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS	
5.1	Duties of the Association	16
5.2	Duties of Unit Owners	16
5.3	Maintenance of Utilities	17
5.4	Repair or Restoration Necessitated By Owner	17
5.5	Unit Owner's Failure to Maintain	17
ARTICLE 6	THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP	
6.1	Rights, Powers and Duties of the Association	18
6.2	Rules and Regulations	18
6.3	Composition of Members	18
6.4	Transfer of Membership	18
6.5	Voting Rights	18
6.6	Suspension of Rights and Privileges	19
6.7	Enforcement Procedures	19
6.8	Non-Liability of Officials and Indemnification	20
6.9	Managing Agent	21
6.10	Records and Accounting	21

LAWRENCE L. LINDEN

ARTICLE 7	ASSESSMENTS	
7.1	Preparation of Budget	22
7.2	Common Expense Assessment	23
7.3	Special Assessments	24
7.4	Reimbursement Assessments	24
7.5	Liability for Payment; Effect of Nonpayment of Assessments; Remedies Of the Association	25
7.6	Subordination of Assessment Lien To Mortgages	27
7.7	Certificate of Payment	28
7.8	No Offsets	28
7.9	Reserve Fund	28
7.10	Surplus Funds	29
7.11	Monetary Penalties	29
7.12	Transfer Fee	29
7.13	Accounts	29
ARTICLE 8	INSURANCE	
8.1	Scope of Coverage	30
8.2	Payment of Premiums	32
8.3	Insurance Obtained by Unit Owners	32
8.4	Payment of Insurance Proceeds	32
8.5	Certificate of Insurance	33
ARTICLE 9	RIGHTS OF FIRST MORTGAGEES	
9.1	Notification to First Mortgagees	33
9.2	Prohibition Against Right of First Refusal	33
9.3	Right of Inspection of Records	34
9.4	Liens Prior to First Mortgage	34
9.5	Condemnation of Insurance Proceeds	34
9.6	Limitation on Partition and Subdivision	34
9.7	Conflicting Provisions	34
ARTICLE 10	GENERAL PROVISIONS	
10.1	Enforcement	34
10.2	Severability	35
10.3	Duration	35
10.4	Termination of Condominium	35

10.5	Amendment	35
10.6	Remedies Cumulative	35
10.7	Notices	35
10.8	Binding Effect	36
10.9	Gender	36
10.10	Topic Headings	36
10.11	Survival of Liability	37
10.12	Construction	37
10.13	Joint and Several Liability	37
10.14	Guests and Tenants	37
10.15	Attorney Fees	37
10.16	Number of Days	37
10.17	Notice of Violation	38
10.18	Effective Date; Effect of Prior Declaration	38

SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

FOR

GREEN VALLEY VILLAS WEST

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY VILLAS WEST (this "Declaration") is made this 1<sup>st</sup> day of April, 2010, by the owners (the "Owners") of the real property described as:

Lots 480 through 840, 842 thru 1153 (totaling 672 Units), and Common Areas "A" through "C" of HAVEN GREEN VALLEY WEST as recorded in the Pima County Recorder's Office in Book 27 of Maps and Plats at Page 75 (the "Properties").

W I T N E S S E T H:

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Green Valley Villas West was recorded in the office of the Pima County Recorder on January 6, 2000 in Docket 11208 at pages 1968 through 2011 (the "Superseded Declaration"); and

WHEREAS, pursuant to A.R.S. § 33-1227, the Superseded Declaration may be amended by the affirmative vote of Owners representing at least sixty-seven percent (67%) of the total votes in the Association.

NOW THEREFORE, Owners representing at least sixty-seven percent (67%) of the total votes in the Association have voted to amend and restate the Superseded declaration and hereby declare that the Properties are and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, uses, restrictions, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter collectively referred to as the "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. The Restrictions set forth herein shall supersede and replace the Superseded Declaration, shall run with the Properties, shall be binding upon all persons having or acquiring any interest therein, and shall inure to the benefit of,

REC-11208-1968-2011

be binding upon and enforceable by all Owners, the Association and their successors in interest.

## ARTICLE 1

### DEFINITIONS

1.1 **General Definitions.** Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time.

1.2 **Defined Terms.** The following capitalized terms shall have the general meanings described in the Condominium Act and for purposes of this Declaration shall have the specific meanings set forth below:

(a) **"Articles"** means the Articles of Incorporation of the Association, as amended from time to time. The Articles are incorporated herein by this reference.

(b) **"Assessments"** means the Common Expense Assessments and Special Assessments levied and assessed against each Unit pursuant to Article 7 of this Declaration.

(c) **"Assessment Lien"** means the lien granted to the Association by the Condominium Act (as defined below) and by this Declaration, to secure the payment of Assessments, monetary penalties and other charges owed to the Association.

(d) **"Association"** means GREEN VALLEY VILLAS WEST CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation, its successors and assigns.

(e) **"Board of Directors"** means the Board of Directors of the Association.

(f) **"Building"** means the structures designated as buildings on the Plat.

(g) **"Bylaws"** means the Bylaws of the Association, as amended from time to time. The provisions of the Bylaws are incorporated herein by this reference.

(h) **"Common Elements"** means all portions of the Condominium other than the Units.





(t) "First Mortgagee" means the holder of any First Mortgage.

(u) "Improvement" means any physical structure, fixture or facility existing or constructed, placed, erected or installed on the land included in the Condominium, including, but not limited to, buildings, private drives, paving, fences, walls, hedges, plants, trees and shrubs of every type and kind.

(v) "Limited Common Elements" means a portion of the Common Elements specifically designated in this Declaration as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more but fewer than all of the Units.

(w) "Member" means any Person who is or becomes a member of the Association.

(x) "Original Declaration" means the Declaration of Restrictions of GREEN VALLEY VILLAS WEST, recorded on November 19, 1962, in the office of the Pima County Recorder in Book 2018 at page 120, *et seq.*

(y) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

(z) "Plat" means the plat for GREEN VALLEY VILLAS WEST, which plat has been recorded in Book 2018 at Pages 120, *et seq.*, records of Pima County, Arizona, and any amendments, supplements or corrections thereto.

(aa) "Purchaser" means any Person, who by means of a voluntary transfer becomes a Unit Owner.

(bb) "Reimbursement Assessment" refers to an assessment levied by the Association against any Owner and his/her Unit arising out of that Owner's failure to comply with the Condominium Documents.

(cc) "Rules and Regulations" or "Policies" means those policies and procedures adopted by the Board of Directors to govern the conduct and actions of Owners and occupants within the Condominium, not otherwise covered in this Declaration.

(dd) "Unit" means a portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.4 of this Declaration.

(ee) "Unit Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include Persons having an interest in a Unit merely as security for the performance of an obligation, or a lessee or tenant of a Unit. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract subject to A.R.S. §33-741, et seq. Unit Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to executory contracts pending the closing of a sale or purchase transaction. In the case of Units, the fee simple title to which is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the Trustor shall be deemed to be the Unit Owner. In the case of Units, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the Unit shall be deemed to be the Unit Owner.

## ARTICLE 2

### SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

2.1 **Submission of Property.** The Properties together with all Improvements situated thereon and all easements, rights and appurtenances thereto, hereby are submitted to the provisions of the Condominium Act.

2.2 **Name of Association.** The name of the Association is GREEN VALLEY VILLAS WEST CONDOMINIUM ASSOCIATION, an Arizona non-profit corporation.

2.3 **Unit Boundaries.** Each Unit may be described hereafter by reference to the number assigned to it in the Declaration of Horizontal Property Regime. The description of the cubic content of each Unit is that certain content space of each Unit located within the Condominium, as shown on plat appended the Declaration

of Horizontal Property Regime, which is incorporated herein by this reference.

**2.4 Allocation of Common Element Interest and Common Expense Liabilities.** The fractional interest which each Unit bears to the entire Condominium Project is 1/672, as set forth in the Declaration of Horizontal Property Regime. Such fractional interest shall be amended as necessary if there is a change in the number of Units in the Condominium.

**2.5 Allocation of Votes in the Association.** The total votes in the Association shall be equal to the number of Units. The votes in the Association shall be allocated equally among all the Units with each Unit having one (1) vote.

**2.6 Limited Common Elements.** There shall be no limited common elements, except as expressly herein provided.

### ARTICLE 3

#### EASEMENTS

**3.1 Utility Easement.** There is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed, approved and constructed, or as approved by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements.

**3.2 Easements for Ingress and Egress.** There is hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements. Such easements shall run in favor of and

be for the benefit of the Unit Owners and occupants of the Units and their guests, families, tenants and invitees.

### 3.3 Unit Owners' Easements of Enjoyment.

(a) Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(1) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements;

(2) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act;

(3) All rights and easements set forth in this Declaration;

(4) The right of the Association to suspend the right of a Unit Owner and any resident of his/her Unit to use the Common Elements for any period during which the Unit Owner is in violation of any provision of the Condominium Documents.

(b) A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(c) The provisions of this Section 3.3 shall not apply to any of the Limited Common Elements that are allocated to one or more but less than all of the Units.

**3.4 Easement for Support.** To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

**3.5 Common Elements Easement in Favor of the Association.** The Common Elements shall be subject to an easement in favor of the Association and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements and for the purpose of exercising all rights of the Association and discharging all obligations of the Association.

**3.6 Common Elements Easement in Favor of Unit Owners.** The Common Elements shall be subject to the following easements in favor of the Units benefitted:

(a) Utility Lines. For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(b) Electrical Installations. For the installation, repair, maintenance, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(c) Attachment Devices. For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(d) Fixtures. For the maintenance of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of the Common Elements.

1012-1023 140-110-1

(e) Maintenance of Common Elements. For the performance of the Unit Owners' obligation to maintain, repair, replace and restore those portions of the Common Elements and Limited Common Elements that the Unit Owner is obligated to maintain under Section 5.2 of this Declaration.

**3.7 Units and Limited Common Elements Easement in Favor of Association.** The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) Inspection to Verify Repair. For inspection of the exterior of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(b) Inspection of Common Elements. For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements;

(c) Emergencies. For correction of emergency conditions in one or more Units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.

(d) Exercise of Duties. For the purpose of enabling the Association, the Board of Directors or any other committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

(e) Inspection to Verify Compliance. For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements in order to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, their guests, tenants, invitees and the other occupants of the Unit.

**3.8 Easement for Unintended Encroachments.** To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, shifting or settling, or alteration or restoration authorized by this Declaration or any reason other than the intentional encroachment on the Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

## ARTICLE 4

### USE AND OCCUPANCY RESTRICTIONS

#### 4.1. Residential Use.

(a) All Units shall be used, improved and devoted exclusively to residential use.

(b) No trade or business may be conducted on any Unit or in or from any Unit, except that an Owner or other resident of a Unit may conduct a business activity within a Unit so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit;

(2) the business activity conforms to all applicable zoning ordinances or requirements for the Condominium;

(3) the business activity does not involve persons coming to the Unit or the door-to-door-solicitation of Unit Owners or other residents in the Condominium; and

(4) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Condominium, as may be determined from time to time in the sole discretion of the Board of Directors.

(c) The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally-accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for such activity.

(d) The leasing of a Unit by the Unit Owner thereof, in accordance with the provisions of this Declaration, and the administration of the Association's functions or services, shall not be considered a trade or business within the meaning of this Section.



**4.2 Antennas.** No antenna, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of the Condominium, whether attached to a Building or structure or otherwise, unless approved by the Board of Directors.

**4.3 Utility Service.** Except for lines, wires and devices existing on the Condominium as of the date of this Declaration and maintenance and replacement of the same, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Condominium unless they are installed and maintained underground or concealed in under or on Buildings or other structures permitted under this Declaration. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Buildings or structures permitted under this Declaration.

**4.4 Improvements and Alterations.**

(a) Any Unit Owner may make non-structural additions, alterations and improvements within his/her Unit that do not affect the Common Elements, without the prior written approval of the Board of Directors, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements.

(b) No Unit Owner shall make any structural additions, alterations or improvements within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Unit Owner receives the prior written approval of the Board of Directors, and an architect or engineer, licensed in Arizona, certifies that such addition, alteration or improvement will not impair the structural integrity of the Building within which such addition, alteration or improvement is to be made. The Unit Owner shall, to the extent permitted by Arizona law, be responsible for any damage to other Units and to the Common Elements which results from any such additions, alterations or improvements.

(c) Notwithstanding the foregoing, no addition, alteration or improvement within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit, whether structural or not, which would be visible from the exterior of the Building in which the Unit is located or from the exterior of the Limited Common Element, shall be made without the prior written

APPROVED



approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

(d) No Unit Owner shall make any addition, alteration or improvement to the Common Elements without the prior written approval of the Board of Directors. From the date of this Declaration, no living space additions (such as Arizona rooms or room extensions) will be permitted to be built in the Condominium. Exterior walls must remain intact.

**4.5 Trash Containers and Collection.** No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board of Directors. The Board of Directors shall have the right to subscribe to a trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit.

**4.6 Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the uses permitted by this Declaration, and except that which the Association may require for the construction, operation and maintenance of the Common Elements.

**4.7 Animals.**

(a) Restricted to Reasonable Number. No animal, bird, fowl, poultry or livestock, other than a reasonable number of generally recognized household pets, shall be maintained or kept in any Unit or on any other portion of the Condominium, and then only if they are kept, bred or raised solely as domestic pets and not for commercial purposes.

(b) Definition of "Generally Recognized Household Pet". For purposes of this Section, a "generally recognized household pet" shall mean a dog, cat or household bird.

(c) Nuisance. No pet shall be allowed to make an unreasonable amount of noise, cause an odor, endanger the health of

residents, or to become a nuisance. The Board of Directors, in its sole discretion, shall determine whether the number of pets in a Unit is "reasonable" and whether the presence of the pet constitutes a nuisance. If a pet is determined to be a nuisance, the pertinent Unit Owner shall be fined in accordance with applicable rules and regulations, or said pet may be forbidden from coming upon the Condominium.

(d) Required Use of Leash and Clean-Up. All dogs and cats shall be restrained on a hand-held leash when outside a Unit, and all dogs and cats shall be directly under the Unit Owner's control at all times. An owner must clean up after his/her pet and dispose of droppings, bagged, in a trash receptacle. Any Unit or Limited Common Element where a pet is kept or maintained shall at all times be kept in a neat and clean condition.

(e) No Structures for Animals. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the Common Elements or in any Unit so as to be visible from the exterior of the Building in which the Unit is located.

(f) Determination of Non-Compliance. Upon the written request of any Unit Owner, the Board of Directors, in its sole discretion, shall determine whether, for the purposes of this Section, the number of pets within a Unit is reasonable; whether pet is a nuisance or is making an unreasonable amount of noise or is causing an odor.

(g) Rules and Regulations. The Board of Directors shall have the right to adopt, amend and repeal rules and regulations governing the keeping of pets in the Condominium, and such rules and regulations may include an enforcement procedure as well as limitations on the permitted height and weight of pets.

**4.8 Mineral Exploration.** No portion of the Condominium shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

**4.9 Diseases and Insects.** No Unit Owner shall permit any thing or condition to exist upon the Condominium which could induce, breed or harbor infectious plant diseases or noxious insects.

**4.10 Trucks, Trailers, Campers and Boats.** No commercial vehicle (defined as vehicles with commercial insignia on the vehicle) or pick-up truck of one-ton gross weight or more; mobile



home; travel trailer; tent trailer; trailer; camper shell; detached camper; recreational vehicle; boat; boat trailer; or other similar equipment or vehicle may be parked, kept, maintained, constructed, reconstructed or repaired on any part of the Condominium except for a loading and unloading period of twenty-four (24) hours. ←

**4.11 Motor Vehicles.** Except for emergency repairs or repair of flat tires, no automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed, serviced or repaired on any portion of the Condominiums, and no inoperable vehicle may be stored or parked on any portion of the Condominium. No automobile, motorcycle, motorbike or other motor vehicle shall be parked upon any part of the Condominium except in carports or in such designated parking spaces as may exist from time to time on the Common Elements. The Board of Directors may adopt additional parking policies as needed.

**4.12 Towing of Vehicles.** The Board of Directors shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents, towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid by the owner of the vehicle or equipment to the Association upon demand.

**4.13 Signs.** No commercial advertising device, sign or billboard (temporary or permanent) shall be permitted within the boundaries of the Properties except for the following: (I) Association signs regarding maintenance, management or safety; and (ii) one (1) indoor or outdoor sign advertising that a Unit is "For Sale" (not exceeding eighteen (18) by twenty-four (24) inches) and sign rider (not exceeding six (6) by twenty-four (24) inches). Any Owner or Owner's tenant may place an advertisement on the bulletin board in each of the Association's laundry facilities; provided, however, that such advertisements shall be dated and shall not be posted for more than six (6) consecutive weeks.

**4.14 Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

10/10/10 10:10 AM



**4.15 Nuisances and Offensive Activity.** No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or to any Unit Owner or other occupant of the Condominium, or is an annoyance to any Unit Owner or other resident. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

**4.16 Window Coverings.** No reflective materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board of Directors. No enclosures or exterior drapes, blinds, shades, screens, security bars or grilles, or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to the Unit shall be constructed or installed without the prior written consent of the Board of Directors.

**4.17 Leasing of Units.** All leases shall be in writing, shall be for a term of not less than thirty (30) days, and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Documents and that any failure by the lessee to comply with the terms of the Condominium Documents shall be a default under the lease. Upon leasing his/her Unit, a Unit Owner shall promptly notify the Association of the commencement date and termination date of the lease and the names of each lessee or other person who will be occupying the Unit during the term of the lease.

**4.18 Notification Upon Sale.** Upon sale of his/her Unit an Owner shall notify the Secretary or managing agent of the Association, in writing, within five (5) days after close of escrow, the name and address of the buyer(s), and the date of transfer.

**4.19 Age Restriction.** It is intended that the Condominium shall be considered as housing for older persons, as defined in the Fair Housing Amendments of 1988 (Public Law 100-430, 42 U.S.C. 3601 et seq.) and any amendments thereto. Therefore, at least one occupant of each Unit must be fifty-five (55) years of age or older. No Unit shall be occupied at any time by any person aged eighteen (18) years of age or younger for more than thirty (30) days in any calendar year. If the occupant of a Unit is fifty-five (55) years of age or more and dies leaving a spouse residing in the Unit who is less than fifty-five (55) years of age but more than forty-five (45) years of age, then the surviving spouse may remain

2025 RELEASE UNDER E.O. 14176



the occupant of the Unit without being in violation of this Section. However, if the underage surviving spouse is joined by another occupant, this person must be fifty-five (55) years of age or more. Notwithstanding the foregoing, if the percentage of the Units occupied by persons who are fifty-five (55) years of age or more falls below 80%, the foregoing exemption becomes null and void, and such underage persons must leave the Unit within a period of six (6) months of written notice from the Association.

## ARTICLE 5

### MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

**5.1 Duties of the Association.** Except as otherwise provided herein, the Association shall maintain, repair and replace all Common Elements (which includes but is not limited to roofs) whether located inside or outside the Units, except for the Limited Common Elements which the Unit Owners are obligated to maintain, repair and replace pursuant to Section 5.2 of this Declaration. The Association is also responsible for: maintenance, repair and replacement of each Unit's heating and air conditioning unit; each Unit's water heater; each Unit's front and back entryway doors; and each Unit's original wooden screen door; provided, however, that if the wooden screen door is replaced with a metal door, the owner shall return the original screen door to the Association and be responsible for maintenance, repair and replacement of the metal door. The cost of all such maintenance, repairs and replacements shall be a Common Expense and shall be paid for by the Association. The Association shall not be responsible for repair of any interior damage to a Unit caused by water infiltration from the roof, or owner installed skylight, unless due to the Association's gross negligence.

### 5.2 Duties of Unit Owners.

(a) Units. Each Unit Owner shall maintain, repair and replace, at his/her own expense, all portions of his/her Unit, excluding the parking space, but including (and not limited to) interior light fixtures, ceiling fans and bathroom fans; interior plumbing fixtures; obstructions of interior sewer lines; and interior gas lines.

(b) Additions or Alterations. Each Unit Owner is responsible for the maintenance, repair, and replacement of any structural addition or alteration to the exterior or interior of his or her Unit.

(c) Portions of Common Elements. Subject to Board restriction, each Unit Owner also shall be responsible for the replacement, maintenance, and repair of the following portions of the Common Elements: (i) the Limited Common Elements allocated to his/her Unit; (ii) the glass in windows and doors allocated to the Unit; (iii) all exterior storm and screen doors and hardware allocated to the Unit, except the original wooden screen door, which the Association shall maintain and replace. If a Unit Owner or the Association replaces a wooden screen door with another type of exterior door, maintenance and replacement become the Unit Owner's responsibility; (iv) the concrete slab and all other Improvements within the interior of the patio allocated to the Unit; and interior utility lines, except as otherwise provided herein.

**5.3 Maintenance of Utilities.** The Association shall be responsible, if required by the utility, for the maintenance and proper functioning of all sewer lines from the main to the outside property line of each Unit; of all water lines; of all gas lines from the meter to each Unit; and of all electric lines from the main to Unit.

**5.4 Repair or Restoration Necessitated By Owner.** Each Unit Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the Common Elements or the Improvements, landscaping or equipment thereon which results from the negligence or willful conduct of the Unit Owner. The cost to the Association of any such repair, maintenance or replacements required by such act of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

**5.5 Unit Owner's Failure to Maintain.** If a Unit Owner fails to perform any obligation under this Article within sixty (60) days after written notice from the Association, the Board of Directors shall have the right but not the obligation to cause such repairs to be completed. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to Subsection 7.2(d) of this Declaration. The Association or its agent as designated by the Board of Directors hereby is granted the right to enter a Unit, if necessary, for the purpose of performing any maintenance, repair or replacement as required hereunder.

10-1-2010 10:00 AM



## ARTICLE 6

### THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP

**6.1 Rights, Powers and Duties of the Association.** Each Owner shall automatically become a member of the Association, which shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration and in the Condominium Act. The Association shall have the right to finance capital improvements in the Condominium by encumbering future Assessments if such action is approved by the written consent or affirmative vote of Unit Owners representing more than fifty percent (50%) of the votes in the Association. Unless the Condominium Documents or the Condominium Act specifically requires a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

**6.2 Rules and Regulations.** The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules and Regulations may, among other things, restrict and govern the use of any area by any Unit Owner, by the family of such Unit Owner, or by any invitee, licensee or lessee of such Unit Owner. The Rules and Regulations shall have the same force and effect and shall be enforceable in the same manner as provisions of this Declaration.

**6.3 Composition of Members.** Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners.

**6.4 Transfer of Membership.** Membership in the Association shall not be transferred, encumbered, hypothecated or alienated in any manner, except in connection with the sale or transfer of a Unit. Any purported transfer of a membership in violation of the foregoing shall be void. In the event an Owner shall sell or otherwise transfer a Unit, the transferee of such Unit shall become a member of the Association in the place and stead of the transferor, notwithstanding the fact that the transferor of such Unit fails or refuses to transfer his/her membership in the Association to such transferee. The Association shall have the right to designate such transfer of membership on its books.

**6.5 Voting Rights.** Each member shall have one vote in the Association for each Unit owned by such member. Where a Unit is

10-1-1988 10:00 AM





2. Continuing Violations. For the purposes of this Section, each day a violation continues after notice to cease has been given by the Board to the Owner shall constitute a separate violation.

3. Notice. Within one (1) month of such notice, if the violations continue past the period allowed in the notice for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. Service may be made personally or by first class mail to the violator's address of record. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; (c) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (d) the proposed sanctions to be imposed, which may include the imposition of a fine of not more than One Hundred and Fifty and no/100 Dollars (\$150.00) for any one violation.

4. Hearing. The hearing shall be held in executive session of the Board of Directors, pursuant to the aforesaid Notice, thereby affording the Member a reasonable opportunity to be heard. Protocol of the hearing will be set by the Board of Directors. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered into the minutes by the officer or director who delivered such notice. If the Member does not appear at the hearing, the Board will presume the validity of the Notice of Violation and levy a fine or penalty.

(c) Notice to Owner. In the event that any Owner, his/her guests, tenants or family members are in violation of any of the provisions of the Governing Documents, the Association, after providing notice and an opportunity to cure the violation, has the right to record a "Notice of Violation" with the Pima County Recorder's Office, stating the name of the Owner, the Unit and the nature of the violation, and the Association's intent not to waive any of its rights of enforcement. The Notice shall remain of record until the violation is cured.

6.8 Non-Liability of Officials and Indemnification. The Association shall indemnify, to the fullest extent permitted by law, every officer, director and committee member, against any and all expenses, including attorneys' fees, reasonably incurred or imposed upon, any officer, director or committee member, in

4-103-12223 2-00-10-11

connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. This provisions shall not be deemed to include travel expenses to attend Association meetings or legal proceedings and shall only include reasonable actual expenses. The officers, directors, and committee members, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member, free and harmless against any and all liability to others on account of each such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any of the rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. In accordance with Section 8.1(A) hereof, the Association shall, as a common expense, maintain adequate general liability and Officer's and Director's Liability insurance, which also includes committee members, to fund this obligation.

**6.9 Managing Agent.** All administrative obligations of the Association set forth in this Declaration may be delegated to an employee or to a managing agent (independent contractor) under a management agreement provided that any such agreement provides for termination with or without cause, with no termination fee, upon thirty (30) days' written notice.

**6.10 Records and Accounting.** The Association shall keep or cause to be kept, true and correct books and records of account, at the sole cost and expense of the Association, in accordance with generally-accepted accounting principles. Such books and records, together with current copies of the Governing Documents shall be available for inspection by all Owners and First Mortgagees of record at reasonable times during regular business hours, in accordance with the Bylaws and applicable law.

AMERICAN LAND

## ARTICLE 7

### ASSESSMENTS

#### 7.1 Preparation of Budget.

(a) Contents of Budget. Within thirty (30) days of the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing:

(1) estimated revenue and expenses which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited, to: (A) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (B) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; and (C) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and

(2) The amount of the total cash reserves of the Association currently available for replacement or major repair of Common Elements and for contingencies; and

(3) An itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement of or addition to, major components of the Common Elements; and

(4) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Elements.

(b) No Waiver if Budget is Not Prepared Timely. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his/her allocable share of the Common Expenses as provided in Section 7.2 of this Declaration, and each Unit Owner shall continue to pay the Common Expense Assessment against his/her Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Directors.

(c) Assessments to Less Than All Units. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units in accordance with Section 7.2(d) and (e) below.

(d) Notice to Unit Owners. Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Unit Owner a summary of the budget and a statement of the amount of the Common Expense Assessment assessed against the Unit of the Unit Owner in accordance with Section 7.2 of this Declaration.

(e) Adoption and Ratification of Annual Budget. The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required unless the Common Expense Assessment is being increased by more than twenty percent (20%) over the prior fiscal year's assessment, or a Special Assessment is being levied in accordance with Article 7.3 hereof.

## 7.2 Common Expense Assessment.

(a) Unit Allocation. For each fiscal year, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors and ratified by the Members if required (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to Subsections 7.2(d) and 7.2(e) of this Declaration), shall be assessed equally against each Unit.

(b) Installment Payments. Common Expense Assessments shall be levied on a fiscal year basis, although the Board may provide that such annual assessment is payable in equal monthly installments. Unless otherwise specified by the Board of Directors, Common Expense Assessments shall be due and payable in monthly installments on the first day of each month.

(c) Assessment Against all Units. Except as otherwise expressly provided in this Declaration, all Common Expenses including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element, shall be assessed against all of the Units in accordance with Subsection 7.2(a) of this Declaration.

(d) Owner Misconduct. If any Common Expense is caused by the action or misconduct of any Unit Owner, the Association shall assess that Common Expense exclusively against his/her Unit.

(e) Judgments against the Condominium. Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.

(f) Personal Obligation of Owner. All Assessments, monetary penalties and other fees and charges levied against a Unit pursuant to this Declaration or the Rules and Regulations, shall be the personal obligation of the Unit Owner of the Unit at the time the Assessments, monetary penalties or other fees and charges became due. The personal obligation of a Unit Owner for Assessments, monetary penalties and other fees and charges levied against his/her Unit shall not pass to the Unit Owner's successors in title unless expressly assumed by them.

**7.3 Special Assessments.** In addition to Common Expense Assessments, the Association may levy, in any fiscal year, a special assessment applicable to that fiscal year for: (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Unit(s) or Common Elements; or (4) paying for such other matters as the Board may deem appropriate for the Condominium. Special Assessments shall be levied in the same manner as Common Expense Assessments and must be approved by the vote of members representing at least a majority of the total votes in the Association at a meeting duly held for such purpose or in a vote by written ballot. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

**7.4 Reimbursement Assessments.** The Association shall levy a Reimbursement Assessment against any Owner and his/her Unit if a failure to comply with the Condominium Documents has (1) necessitated an expenditure of monies by the Association to bring the Owner or his/her Unit into compliance or (2) resulted in the imposition of a fine or penalty. A Reimbursement Assessment shall not be levied by the Association until Notice and an opportunity for a Hearing has been given. Reimbursement Assessments may be enforced in the same manner as Common Expense and Special Assessments, including the filing of a Notice of Lien as provided in this Declaration.

11-11-11 10:00 AM

**7.5 Liability for Payment; Effect of Nonpayment of Assessments; Remedies of the Association.**

(a) Covenants. The obligation to pay assessments to the Association shall run with the land so that each successive record Owner of a Unit shall become liable to pay all such assessments. Each Owner, by the acceptance of a deed to a Unit, whether or not it is expressly stated in the deed, covenants and agrees to pay to the Association all assessments and any additional charges levied pursuant to this Article 7.

(b) No Waiver or Offset. No Unit Owner may waive or otherwise escape personal liability for or release the Unit owned by him/her from payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents, by nonuse of any of the Common Elements and facilities or by the abandonment of his/her Unit, attempting to renounce rights in the Common Elements or the facilities or services within the Condominium, or for any other reason.

(c) Delinquency. Any Assessment, or any installment of an Assessment, which is not paid within fifteen (15) days after the Assessment first became due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of interest established from time to time by the Board of Directors.

(d) Successor Liability. The personal obligation of an Owner for delinquent assessments shall not pass to a successive Owner unless the personal obligation is assumed by the successive Owner. No such assumption of personal liability by a successive Owner (including a contract purchaser under an installment land contract) shall relieve any Owner from personal liability for delinquent assessments. After an Owner transfers fee title of record to his/her Unit, he/she shall not be liable for any charge thereafter levied against the Unit. Upon the sale or transfer of any Unit, the Owner's interest in the funds shall be deemed automatically transferred to the successive Owner. All transfers shall be deemed complete upon the recordation of a deed in favor of a subsequent Owner within the Pima County Recorder's Office.

(e) Assessment Lien. All Assessments, monetary penalties and other fees and charges imposed or levied against any Unit or Unit Owner, including attorney fees and costs, shall be secured by the Assessment Lien as provided for in the Condominium Act. The recording of this Declaration constitutes record notice and perfection of the Assessment Lien, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Assessment Lien, the Association shall have

2025-10-10 10:10:10

the right but not the obligation, to record a notice setting forth the amount of any delinquent assessments, monetary penalties or other fees or charges imposed or levied against a Unit or the Unit Owner which is secured by the Assessment Lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all the Owners. Further, except for the transfer of a Unit pursuant to a foreclosure proceeding, the sale or transfer of a Unit shall not affect such lien.

(f) Enforcement. The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law including, but not limited to: (i) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts. Such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; or (ii) bringing an action to foreclose its Assessment Lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale. Each Owner waives the benefit of any homestead or exemption laws of the State of Arizona now or then in effect regarding any lien created pursuant to this Declaration.

(g) Additional Charges for Enforcement. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting monies due and delinquent from the Owner. All additional charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Unit as a Reimbursement Assessment. Additional charges shall include but not be limited to the following:

(1) Attorneys' Fees. Reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any assessment or other sum due, including the placement of the lien, or the filing of a suit or otherwise;

(2) Late Charges. A late charge in an amount to be determined by the Board and set forth in its written collection policy, to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due;

(3) Costs of Suit. Costs of suit and court costs incurred as are allowed by the Court;

(4) Interest. Interest on all sums imposed in accordance with this Article 7 including the delinquent assessment(s), reasonable costs of collection, reasonable attorneys' fees and late charges, at an annual percentage rate to be established by the Board and set forth in its written collection policy, commencing thirty (30) days after the assessment becomes due; and

(5) Other. Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums, including, but not limited to, private investigator services to locate any Owner who has abandoned his/her Unit.

(h) Application of Payments. All payments received by the Association shall first be applied to collection costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

(i) Release of Lien. Upon payment of a delinquent assessment or other satisfaction thereof, the Association shall record a release of any recorded assessment lien.

**7.6 Subordination of Assessment Lien to Mortgages.** Notwithstanding any provision to the contrary, the Assessment Lien created by this Declaration shall be subject to and subordinate to and shall not affect the holder of any First Mortgage or Deed of Trust made in good faith and for value. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments, monetary penalties and other fees and charges against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this Section may be reallocated and assessed to all Units as Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner. After any foreclosure or any equivalent proceeding, there shall be a lien on the interest of the purchaser at the foreclosure sale to secure all assessments, whether regular or special, charged to such Unit after the date of such foreclosure sale, which lien shall have the same

2025-12-23 14:00:00



effect and shall be enforced in the same manner as provided herein. For purposes of this section, a mortgage may be given in good faith or for value even though the mortgagee has constructive or actual knowledge of the assessment lien provisions of this Declaration.

**7.7 Certificate of Payment.** The Association, on written request, shall furnish to a lienholder, Unit Owner or person designated by a Unit Owner, a recordable statement setting forth the amount of unpaid Assessments against his/her Unit. The statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee, in an amount established by the Board of Directors, for each such statement.

**7.8 No Offsets.** All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

**7.9 Reserve Fund.**

(a) Requirement for Reserve Fund. The Association shall maintain a reserve account with the funds therein being used for the periodic maintenance, repair and replacement of the Common Elements and other property, as required hereunder.

(b) Funding the Reserves. This reserve fund shall be funded by a portion of the Annual Assessments of Owners rather than by Special Assessments; provided however, that this provision shall not be deemed to limit the power of the Association to levy any assessment or charge authorized by this Declaration.

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

100-1000-1000-1000

**7.10 Surplus Funds.** Unless otherwise provided by applicable law, surplus funds of the Association remaining after payment of or provisions for Common Expenses and any prepayment of reserves may in the discretion of the Board of Directors either be returned to the Unit Owners pro rata in accordance with each Unit Owner's Common Expense Liability or be credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expense Assessments.

**7.11 Monetary Penalties.** If any Owner, his/her family, or any licensee, invitee, tenant or lessee violates the Condominium Documents, the Board may levy a fine upon the Owner of the Unit for each violation and may suspend the right of such person to use the Common Elements, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. However, for each day a violation continues after written notice to cease has been mailed, it shall be considered a separate violation and subject to the imposition of the fine for each day the violation continues thereafter. The Board shall establish a procedure by which it imposes such penalties, including the right to hearing if requested by the Owner. Any fines imposed hereunder which remain unpaid for a period of ten (10) days or more after being assessed against an Owner, shall become a lien upon the Owner's Unit upon the recording of a Notice of Lien prepared pursuant to this Declaration, and shall be the personal obligation of the affected Owner in accordance with Section 7.3 above.

**7.12 Transfer Fee.** Each Purchaser of a Unit shall pay to the Association immediately upon becoming the Owner of the Unit a transfer fee in such amount as may be established from time to time by the Board of Directors.

**7.13 Accounts.** Assessments and other funds collected by the Association shall be deposited into at least two (2) separate accounts with a federally-insured bank or savings and loan association, which accounts shall be clearly designated as (a) the current operating account, and (b) the reserve account(s). The Board shall deposit those portions of the assessments collected for current maintenance and operations into the current operating account and shall deposit those portions of the assessments collected as reserves for contingencies and for replacement and deferred maintenance of capital improvements into the reserve account(s).

## ARTICLE 8

### INSURANCE

#### 8.1 Scope of Coverage.

(a) The Board of Directors shall obtain and maintain at all times, to the extent reasonably available, policies of insurance, written with financially responsible and able companies licensed to do business in Pima County, Arizona, covering the risks set forth below:

1. Property insurance against loss or damage by fire and lightning, and such other hazards as are customarily covered in condominium projects in Pima County, Arizona, under special risk coverage forms. Said casualty insurance shall insure the entire condominium and any property, the nature of which is a Common Element or Limited Common Element, together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, exclusive of land, excavations, foundations and other items normally excluded from a property insurance policy.

2. If the condominium is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the condominium in an amount which is the lesser of the maximum amount of insurance available under the aforesaid Act or the aggregate of the unpaid principal balances of the first mortgages on the condominium units comprising the project.

3. Broad form comprehensive general liability insurance in such limits as the Board of Directors may from time to time determine, but not in an amount less than One Million Dollars per occurrence. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Coverage shall include, without limitation, liability for personal injuries; operation of automobiles on behalf of the Association; any legal liability that results from lawsuits related to employment contracts in which the Association is a party; and activities in connection with the ownership, operation, maintenance and other use of the condominium. All liability insurance shall name the Association, the Board, the managing agent, first mortgagees, the Owners and the officers of the Association, as insureds thereunder.

1-10-71-1011 1011-1011-1

4. Workmen's compensation and employer's liability insurance, and all other similar insurance with respect to any employees of the Association in the amounts and in the forms now or hereafter required by law.

5. Fidelity coverage against dishonesty of employees or any other person handling funds of the Association, destruction or disappearance of money or securities and forgery. Said policy also shall contain endorsements thereto, covering any persons who serve the Association without compensation.

6. Directors' and officers' liability insurance (errors and omissions insurance) covering all the directors and officers of the Association in such limits as the Board of Directors may determine from time to time.

7. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Condominium, including plate or other glass insurance and any personal property of the Association located thereon.

8. "Agreed Amount" and "Inflation Guard" endorsements.

(b) All policies of insurance, to the extent reasonably available, shall contain the following provisions:

1. Each Unit Owner shall be an insured under the policy with respect to liability arising out of his/her ownership of an undivided interest in the Common Elements or his/her membership in the Association.

2. There shall be no subrogation with respect to the Association, its agents, servants, and employees against Unit Owners and members of their household.

3. No act or omission by any Unit Owner, unless acting within the scope of his/her authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

4. The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

5. A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner

because of the negligent acts of the Association or other Unit Owners.

6. The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

7. For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(c) Every three (3) years, prior to the placing or renewal of any policy of casualty insurance, the Board of Directors shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the entire Condominium, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance section. In no event shall the insurance policy contain a co-insurance clause for less than eighty percent (80%) of the full replacement cost. Determination of maximum replacement value shall be made every three (3) years by one or more written appraisals to be furnished by a person knowledgeable of replacement costs, and each first mortgagee, if requested, shall be furnished with a copy thereof, within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be adjusted, if necessary, in accordance with the determined maximum replacement value.

**8.2 Payment of Premiums.** Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

**8.3 Insurance Obtained by Unit Owners.** The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Unit Owner from obtaining insurance for his/her own benefit and at his/her own expense covering his/her Unit, his/her personal property and providing personal liability coverage.

**8.4 Payment of Insurance Proceeds.** Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and

lienholder as their interests may appear, and the proceeds shall be disbursed and applied as provided for in A.R.S. Section 33-1253.

**8.5 Certificate of Insurance.** An insurer that has issued an insurance policy pursuant to this Article 8 shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under at deed of trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a Deed of Trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

## ARTICLE 9

### RIGHTS OF FIRST MORTGAGEES

**9.1 Notification to First Mortgagees.** Upon receipt by the Association of a written request from a First Mortgagee or insurer or governmental guarantor of a First Mortgage informing the Association of its correct name and mailing address and number or address of the Unit to which the request relates, the Association shall provide such Eligible Mortgage Holder or Eligible Insurer Or Guarantor with timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer Or Guarantor;

(b) Any delinquency in the payment of Assessments or charges owed by a Unit Owner subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer Or Guarantor or any other default in the performance by the Unit Owner of any obligation under the Condominium Documents, which delinquency or default remains uncured for the period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

**9.2 Prohibition Against Right of First Refusal.** The right of a Unit Owner to sell, transfer or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.



**9.3 Right of Inspection of Records.** Any First Mortgagee or Eligible Insurer Or Guarantor will, upon written request, be entitled to: (i) inspect the current copies of the Condominium Documents and the books, records and financial statements of the Association during normal business hours; (ii) receive within ninety (90) days following the end of any fiscal year of the Association, a current financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party; and (iii) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings.

**9.4 Liens Prior to First Mortgage.** All taxes, assessments, and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Unit and not to the Condominium as a whole.

**9.5 Condemnation or Insurance Proceeds.** No Unit Owner, or any other party, shall have priority over any rights of any First Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

**9.6 Limitation on Partition and Subdivision.** No Unit shall be partitioned or subdivided without the prior written approval of the Holder of any First Mortgage on such Unit.

**9.7 Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Article and any other provision of the Condominium Documents, the provisions of this Article shall prevail.

## ARTICLE 10

### GENERAL PROVISIONS

**10.1 Enforcement.** The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter.

10/11/01 10:00 AM







do not define, limit or construe the contents of the sections or of this Declaration.

**10.11 Survival of Liability.** The termination of membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

**10.12 Construction.** In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Association Rules, the provisions of this Declaration shall prevail.

**10.13 Joint and Several Liability.** In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

**10.14 Guests and Tenants.** Each Unit Owner shall be responsible for compliance by his/her agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owners' failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

**10.15 Attorney Fees.** In the event the Association employs an attorney for collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration or the Rules and Regulations, or for any other purpose in connection with the breach of this Declaration or the Rules and Regulations, each Owner agrees to pay all attorney's fees and costs thereby incurred by the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner. Such attorneys' fees and costs shall be the personal obligation of the defaulting Owner and shall be added to and become part of the Assessment lien to which such Owner's Lot is subject collectible in the manner provided in Article 7 of this Declaration.

**10.16 Number of Days.** In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays;

provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

**10.17 Notice of Violation.** The Association shall have the right to record a written notice of a violation by any Unit Owner of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer or agent of the Association and shall contain substantially the following information: (i) the name of the Unit Owner; (ii) the legal description of the Unit against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Unit against which the Notice of Violation was recorded, the recording data of the Notice of Violation, and shall state that the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

**10.18 Effective Date; Effect of Prior Declaration.** This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Green Valley Villas West shall be effective upon recordation in the office of the Pima County Recorder, Pima County, Arizona, and upon such recordation, the Superseded Declaration shall thereupon be terminated and of no further force or effect after the effective date hereof, except as necessary to continue any actions commenced prior to the effective date hereof to enforce the Superseded Declaration, or any Bylaws or Rules and Regulations promulgated pursuant thereto. However, nothing in this Declaration shall be deemed to invalidate any action taken under the Superseded Declaration.

. . .  
. . .  
. . .

100-1017-1212-0701

IN WITNESS WHEREOF, the President and Secretary of the Association execute this SECOND AMENDED AND RESTATED DECLARATION FOR GREEN VALLEY VILLAS WEST, this 1st day of April, 2010, certifying that same was approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association, with one vote per Unit, pursuant to A.R.S. § 33-1227.

PRESIDENT

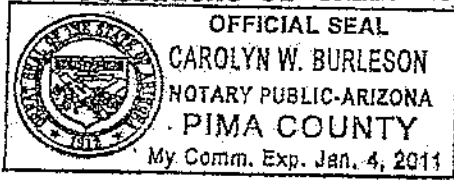
Ralph A. Huesing

SECRETARY

Sharon W. Coustier

STATE OF ARIZONA) )  
County of Pima ) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME this 1st day of April, 2010, by Ralph A. Huesing, President of GREEN VALLEY VILLAS WEST OWNERS ASSOCIATION, INC.

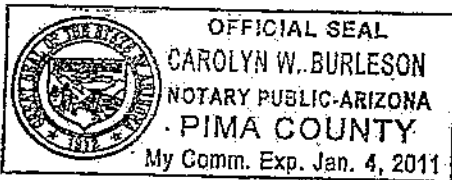


Carolyn W. Burleson  
Notary Public

My commission expires: 1-4-2011

STATE OF ARIZONA) )  
County of Pima ) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME this 1st day of April, 2010, by Sharon W. Coustier, Secretary of GREEN VALLEY VILLAS WEST OWNERS ASSOCIATION, INC.



Carolyn W. Burleson  
Notary Public

My commission expires: 1-4-2011

2010-04-01 10:00 AM