



SEQUENCE: 20200790687
No. Pages: 12
3/19/2020 4:17 PM

F. ANN RODRIGUEZ, RECORDER
Recorded By: RLL (e-recording)



When Recorded Mail/Deliver To:
Goldschmidt|Shupe, PLLC
6700 N. Oracle Rd., Suite 240
Tucson, AZ 85704

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
CASA PALOMA I HOMEOWNERS, INC.**

(Amends Sequence 20131710369)

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Table of Contents

SECTION 1 DEFINITIONS	1
SECTION 2 GENERAL PROVISIONS	3
2.01 Designation.....	3
2.02 Subdivided	3
2.03 Structure.....	3
2.04 Minimum Size	3
2.05 Common Walls	3
2.06 Derrick	4
2.07 Storage	4
2.08 Landscapes	4
2.09 Drainage Easements.....	4
SECTION 3 RULES & GUIDELINES.....	4
3.01 Age Restrictions.....	4
3.02 Auto Repair.....	4
3.03 Animals.....	5
3.04 Pets.....	5
3.05 Business.....	5
3.06 Lease/Rental.....	5
3.07 Laundry.....	5
3.08 Parking.....	5
3.09 Signs.....	6
SECTION 4 ARCHITECTURAL CONTROL	6
4.01 Architectural Committee.....	6
SECTION 5 COMPLIANCE	7
5.01 Enforcement.....	7
5.02 Improper Maintenance and Use of Lots	8
5.03 Breach.....	8
5.04 Amendments	8
5.05 Membership	8
5.06 Court Judgments	9
5.07 Violation of Community Documents (Fines)	9
SECTION 6 GREEN VALLEY RECREATION, INC.....	9
6.01 GVR.....	9
6.02 Provisions	10

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CASA PALOMA I HOMEOWNERS, INC.**

WHEREAS the governing organization for Green Valley Townhouse III, hereinafter referred to as Casa Paloma I, an Arizona Corporation, by a formal vote of the membership, conducted after proper notice, on 18 January 1994, revokes the Declaration of Establishment of Conditions and Restrictions established under Lawyers Title of Arizona Trust Number 6486-T, dated 27 February 1973, and recorded in Book 4465, Pages 651-662, and revised by Lawyers Title of Arizona on 30 March 1977, and recorded in Book 5484, pages 504-506, and revised by Casa Paloma I Homeowners, Inc. on 11 December 1980 and recorded in Book 6425 pages 665-668; and

WHEREAS the document was revised by Casa Paloma I Homeowners, Inc. on 08 February 1994 and recorded in Book 9725, pages 823-828 and revised 1 February 1996 and recorded in Book 10222, page 433 and revised 14 April 1998 and recorded in book 10775, page 725 and revised 20 January 2000 and recorded in Book 11212, page 567 and revised 7 March 2000 and recorded in Book 11250, page 261 and revised 6 June 2007 and recorded in Book 13084, page 623; and

WHEREAS all sections of said document were amended and restated and approved by Board of Directors at the December 11, 2012 Meeting. Mail in Ballots for voting on the Amended and Restated Covenants, Conditions and Restrictions (the "2013 Declaration") were mailed in January and approval was announced at the Annual Meeting on February 19, 2013; and

WHEREAS, this Second Amended and Restated Declaration of Covenants, Conditions and Restriction of Casa Paloma I Homeowners, Inc. (this "Declaration") was duly approved by the requisite number of members of Casa Paloma I Homeowners, Inc. in accordance with Section 5.04 of the 2013 Declaration.

NOW, THEREFORE, this Declaration supersedes and replaces the 2013 Declaration and any amendments thereto.

**SECTION 1
DEFINITIONS**

"Annual Assessment" means the annual amount each homeowner is assessed to fund the operations of Casa Paloma I Homeowners, INC.

"ARC" means the Architectural Review Committee, which provides response to homeowners requests pursuant the "Guidelines and Standards".

"Articles" means the Articles of Incorporation of the Corporation which have been filed in the office of the Arizona Corporation Commission as such Articles may be amended from time to time.

"Association" means Casa Paloma I Homeowners, INC, formally known as Townhome III, an Arizona nonprofit corporation, as referred to in the Arizona State Regulation 33-1802.

"Board" means the Board of Directors of the Casa Paloma I Homeowners, INC. may also referred to as BOD.

"Bylaws" mean the Bylaws of the Corporation as such Bylaws may be amended or restated from time to time.

"Common Area" The areas of CPI not owned by any of the homeowners, but owned by the Association. Area in and around the pool are owned by Green Valley Recreation.

"CPI" means Casa Paloma I Homeowners, INC. the name associated with our complex located on the west side of La Canada Drive, and North of Esperanza Boulevard.

"Declaration" shall mean the covenants, conditions, restrictions set forth in this document also referred to as CC&R's.

"Governing Documents" also known as **"Community Documents"** shall mean this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles of Incorporation, the Architectural Guidelines and the Association Rules and Regulations that may be adopted by the board, as they may be amended.

"GVR" means Green Valley Recreation, INC. is a non-profit organization serving the leisure and social needs of the adult retirement community of Green Valley, Arizona.

"HOA" means Home Owners Association, which represent the homeowners of CPI.

"Landscape" means the designated member(s) of the Association, who supervises or performs various landscape services on common areas.

"Lot" shall mean an area of real property designated as a "Lot" by numerical designation on the Plat of the Property as recorded in Pima County records.

"Mail in Ballots" Mail (defined as US postal or Electronic) in Ballots are used in lieu of in person voting at any members meeting or on any special issue requiring voting by the members.

"Member" shall mean any Owner of property within CPI.

"Occupant" shall mean any Person, occupying a property as a Resident, Tenant, Lessee or otherwise.

"Owner" means the Record holder of legal title to any Lot, or any person who holds Record title to a Lot in joint ownership or as an undivided fee interest.

"Resident" shall mean: Owner who resides on the Property and the members of the immediate family, or a Tenant or Lessee, who resides on the Property and the members of the immediate family of each Tenant or Lessee.

"Roads" means all the streets within CPI, which are maintained by the HOA.

"Rules Enforcement Committee" (REC) means a group of Association Members who enforce the Community Documents of Casa Paloma I Homeowners, Inc. The chairperson of the REC shall be a member of the Board of Directors.

SECTION 2 GENERAL PROVISIONS

"CASA PALOMA I HOMEOWNERS, INC., having jurisdiction over the property identified as Green Valley Townhouse III, Lots 1-258, as recorded in Book of Maps and Plats, Book 24, Pages 33 and 93, in the Office of the Recorder, Pima County, Arizona, does hereby declare that it has established the following covenants and restrictions to which said property shall be subject, all of which shall be binding upon to the benefit of present and future owners, and which shall be imposed upon such part of said property as a servitude in favor of all parts thereof:

2.01 Designation Lots 1 through 256 shall be used for resident purposes only, no structure other than one single-family residence shall be placed or maintained on any lot.

2.02 Subdivided No lot may be subdivided or combined with another lot.

2.03 Structure No dwelling shall be erected, altered, placed or maintained on any lot except a structure designed for use as a family dwelling not to exceed one story in height. Structures will be joined to form "row housing" as is normally defined in the building industry and as permitted under applicable rules and regulations of the Zoning Ordinances of Pima County. The type of structure is sometimes hereinafter referred to as "townhouse".

2.04 Minimum Size No structure shall be erected, re-erected, or maintained on any residential site which shall have a ground floor area of less than 900 square feet; such ground floor area shall not include open porches or a free standing carport

2.05 Common Walls Structures on any residential sites or portions thereof may have common or party walls in the main building, roofs, overhangs, patio walls. This paragraph provides that side or rear patio walls on lots facing La Canada Drive will be retained and maintained. A portion of the rear of the residential site shall be subject to a perpetual easement in the favor of the owner or owners of the other residential sites to which these deed restrictions apply, for the installation,

use, maintenance, and inspection of utilities servicing the structure constructed on said lot, as well as for construction, maintenance, repairs and alterations by adjacent homeowners. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct the access or use of the easements.

2.06 Derrick No derrick or other structure designed for the use in boring for water, oil, or natural gas, shall be erected, placed or permitted upon any part of said property, or shall any water, oil, natural gas, petroleum, asphaltum, or hydrocarbon products or substances be extracted therefrom.

2.07 Storage No lot shall be used for storage of rubbish, or for the storage of any object that will cause the lot to appear in an unclean or untidy condition, or that will be obnoxious otherwise. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding properties, No open fire pits or burn barrels. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition.

2.08 Landscapes No shrubs, trees, or obstructions of any kind shall be placed on residential sites or common property in such places as to cause a traffic hazard or to impede runoff.

2.09 Drainage Easements Easement for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels to the easements, or which may obstruct or retard the flow of water through drainage channels or swales in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

SECTION 3 RULES & GUIDELINES

3.01 Age Restrictions Each dwelling in Casa Paloma I shall be occupied by at least one person who must be (55) years of age or older; however, a surviving spouse, under the age of 55, may continue occupancy, and no person under eighteen (18) years of age shall reside in any dwelling in excess of four (4) weeks in any one calendar year without authorization of the Chairperson of the Rules Enforcement Committee, who in coordination with the homeowner, will determine the length of visit. Owners are prohibited from offering short or long term leases and/or rentals to any person(s) not in compliance with this restriction.

3.02 Auto Repair There shall be no automobile repairs or storage of parking of dead or junk automobiles or trucks, as same are customarily defined, on either the front, rear or side of any

residential site in said real property, nor shall there be any storage of trailers on either the front or rear portions of any residential site in said real property. [See 3.08]

3.03 Animals No farm or wild animal, even though domesticated, is permitted within Casa Paloma I.

3.04 Pets Each domestic pet must be confined to the homeowner's townhouse or patio area. In the case of a front patio, a gate that will confine the pet is required. Pets may be walked/exercised and must be on a hand-held leash. Voice control of pets shall not be a substitute for hand-held leash. Pet owners will insure that the feces of their pets are recovered from all private property (including their own), streets, and common property and disposed of in a sanitary manner. Each townhouse is limited to two (2) pets as of the approval date of the change. Pursuant to Title 6 of the Pima County Code, section 6.04.030 and section 6.04.160.

3.05 Business No business of any nature shall be conducted on any lot.

3.06 Lease/Rental The leasing of residences is permitted and shall not be considered the conduct of business on a lot. However, residences must be leased in their entirety; no portion less than the whole residence may be leased. All leases must be in writing and must notify tenants that a violation of any provision of these CC&Rs is a violation of the lease agreement. Within 10 days after execution of a lease, the owner must provide notice to the board of directors of the existence of the lease, the names and contact information for the tenants, the length of the lease agreement and a statement that the owner provided the tenants with a copy of the CC&Rs.

3.07 Laundry The use of the rear yard for laundry is permitted, provided that laundry is removed by sunset. In the event of sickness or other emergency, the Chairperson of the Rules Enforcement Committee will approve or disapprove a request for an exception.

3.08 Parking The term "vehicles" as used herein shall include, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle may be left upon any part of the community except 1) in a carport (or in the space allocated for a second carport if not constructed); 2) in a driveway, if applicable, or 3) in a street bay parking area. Parking at the GVR center is limited to temporary parking while using the GVR facilities. No street parking is allowed from 11:00 P.M. till 6:00 A.M. The parking of the following vehicles is prohibited within Casa Paloma I: commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed or inoperable vehicles. Oversized vehicle means a vehicle that exceeds 235 inches bumper to bumper or a vehicle that cannot be parked under the carport. The exceptions to the above deed restrictions are as follows:

a. Homeowners may park any vehicle within Casa Paloma I as is necessary to facilitate loading and unloading not to exceed 72 hours. It is expected that only the minimum time will be utilized.

b. The Chairperson of the Rules Enforcement Committee may authorize visitors to park their vehicles, regardless of type or size at designated parking areas for a time not to exceed

72 hours, jointly agreed upon by the homeowner being visited and the Chairperson of the Rules Enforcement Committee

c. The Chairperson of the Rules Enforcement Committee may authorize the parking of non-authorized vehicles within Casa Paloma I at the request of the homeowner, while his damaged home is being repaired.

3.09 Signs No advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on or in any building erected thereon, other than a name plate of the occupant of any residence, and provided such nameplate shall be approved by the Architectural Committee. Temporary signs on common property are permitted but shall not exceed 576 square inches supported by rod(s) not to exceed one inch in diameter, said temporary signs to be removed each day at 5 p.m., or at the close of business, whichever comes first. The placing of signs on a house, except inside residences, the use of flags, banners, beacons, or lights, to promote the sale of property is prohibited. Placement of signs on property between the homeowner's property and the street is permitted if not obstructing or dangerous to traffic and said sign shall not extend beyond a point half way between the street and the lamp post. The provisions of this paragraph 3.09 shall apply to the extent not otherwise prohibited by state law.

SECTION 4 ARCHITECTURAL CONTROL

4.01 Architectural Committee

a. The Association shall have an Architectural Committee. The Architectural Committee shall consist of members who are appointed by the board of directors as provided for in the Bylaws. The chair of the architectural committee shall be a Board Member. The Architectural Committee shall promulgate architectural guidelines and standards to be used in rendering its decisions ("Architectural Committee Rules"), which shall be approved by the Board of Directors. Any denial by the Architectural Committee may be appealed to the Board of Directors at a regular scheduled meeting. All action is suspended during this period.

b. No exterior alteration of any kind shall be made or done without the prior written approval of the Architectural Committee. Exterior alteration includes any excavation or grading work.

c. Any owner desiring approval of the Architectural Committee for any exterior alteration shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the exterior alteration that the owner desires to make or perform. Any owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove, in writing, an application for approval within 45 days after receipt of the application and any supporting information, plans and specifications requested by the Architectural Committee (the application shall not be deemed received until all supporting information, plans and specifications have been received), the approval requirement will be deemed to have been waived and this section will be deemed to have been complied with by the owner who requested approval of such plans.

d. The approval by the Architectural Committee of any exterior alteration pursuant to this section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar exterior alteration subsequently submitted for approval by the same or any other owner.

e. Upon receipt of approval from the Architectural Committee for any exterior alteration, the owner who requested such approval shall proceed to perform, construct or make the exterior alteration as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee.

f. Any change, deletion or addition to the plans and specifications approved by the Architectural Committee, including plans deemed approved as a result of the Architectural Committee's failure to act, must be submitted to and approved in writing by the Architectural Committee. Failure to submit changes, deletions or additions to previously approved plans shall void the original approval.

g. The approval required of the Architectural Committee pursuant to this Section shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

h. The Architectural Committee Rules may include approval requirements and criteria that, unless specifically preempted, are more restrictive than those established by any federal, state or local law, statute, ordinance, rule or regulation.

i. The Architectural Committee may require that an Owner, before commencing construction of any Improvements approved by the Architectural Committee, pay to the Association a deposit in an amount determined by the Architectural Committee to be used by the Association to remove any construction debris from a lot that is allowed to accumulate or to repair any damage to the Common Area or neighboring property. The Architectural Committee shall also have the right to determine which portion, if any, of the deposit will be nonrefundable. Any portion of the deposit that is refundable shall be refunded to the owner by the Association upon the completion of construction of the improvements, the removal of all construction debris from the lot and common area, if any, and the repair of any damage to the common area occasioned by such construction.

SECTION 5 COMPLIANCE

5.01 Enforcement All Community Documents may be enforced by Casa Paloma I Homeowners, Inc., or any owner of property within Casa Paloma I. Enforcement may include the levying of fines in accordance with state law, and any breach of the Community Documents shall be grounds for Casa Paloma I Homeowners, Inc., or property owner, to complain to any court of law having jurisdiction; and if relief is granted, the court may award to the prevailing party his expenses in prosecuting or defending such suit, including attorneys' fees and costs. Violations of any or all of the Community Documents shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. Such Community Documents shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the

Community Documents occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

5.02 Improper Maintenance and Use of Lots. In the event any portion of any lot is so maintained as to present a nuisance or substantially detract from the appearance or quality of the surrounding lots or other areas of Casa Paloma I which are substantially affected thereby or related thereto, or in the event any portion of a lot is being used in a manner which violates these covenants, conditions, or restrictions or in the event the owner of any lot is failing to perform any of its obligations hereunder, the board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending owner that unless corrective action is taken within 21 days, the Board may cause such action to be taken at said owner's cost. If at the expiration of said 21 day period of time the requisite corrective action has not been taken, the board shall be authorized and empowered to cause such action to be taken, including the authority to enter the owner's lot, and the cost of the corrective action shall be added to and become a part of the assessment to which the offending owner and the owner's Lot is subject and shall be secured by the assessment lien.

5.03 Breach In the event of breach of any of the Community Documents, no delay or omission on the part of Casa Paloma I Homeowners Inc., (or its successors), shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against Casa Paloma I Homeowners, Inc., their successors, or assigns, for or on account of their failure or neglect to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing herein Community Documents which may be unenforceable.

5.04 Amendments Casa Paloma I Homeowners, Inc., shall have the right to make amendments to these covenants, conditions, restrictions; provided, however, that all such amendments are first approved by two-thirds of those members of Casa Paloma I Homeowners, Inc., who exercise their right to vote at either a special or annual meeting when notified in accordance with the Bylaws; provided, however, that any amendment shall be made only by a instrument in writing and recorded in the office of the Recorder of Pima County, Arizona. Casa Paloma I Homeowners, Inc. shall have no right to amend Section 6.01 which requires membership to Green Valley Recreation, Inc., or, successor thereto, subject to the provisions of Section 6.02.

5.05 Membership

a. Each purchaser of a lot within Casa Paloma I, by the payment of the purchase price and acceptance of a deed therefor, is required, without right to refuse, to become a member of Casa Paloma I Homeowners, Inc. Said corporation shall hold title to passageways, easements, drive, avenues, roads, courts, and facilities, subject, however, to such rules and regulations as may be established by Casa Paloma I Homeowners, Inc.

b. Each purchaser of a lot, by the payment of the purchase price and acceptance of a deed therefore, further agrees for himself, his heirs and assigns, to pay to Casa Paloma I Homeowners, Inc., all assessments levied by the said corporation for the purpose for which it is organized to meet all common expenses including, but not limited to insurance premiums,

maintenance, repair, and replacement of the general common elements, reserve for contingencies, utilities for the common elements, maintenance and repair of roads, streets, and alleys, and any other charge agrees upon by a vote of the members of Casa Paloma I Homeowners, Inc.

c. There is created a lien, with power of sale, on each lot to secure payment of the share of common expenses chargeable or assessed to the owner or owners thereof, pursuant to the terms thereof, provided that no action shall be brought to foreclose such lien or proceed under the power of sale less than thirty (30) days after a notice of claim of lien is mailed to the owner of such lot and a copy thereof is recorded in the Office of the Recorder, in the County of Pima, State of Arizona.

5.06 Court Judgments Invalidation of one or more of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect

5.07 Violation of Community Documents (Fines) Any member of the Board of Directors or the Rules Enforcement Committee may levy a fine to a homeowner who is in violation of the Community Documents. All monetary fines will be payable to Casa Paloma 1 Homeowner's, Inc., if the homeowner would like to dispute the fine, they may make an appointment to come and appeal their case to the Board of Directors at the monthly Board Meeting.

- First Violation: A written warning
- Second Violation: \$50.00 Fine
- Third Violation: \$75.00 Fine
- Fourth Violation: \$100.00 Fine
- Not taking care of weeds or shrubs on your lot;
- First Violation: A written Warning
- Second Violation: \$100.00 Fine

SECTION 6 GREEN VALLEY RECREATION, INC.

6.01 GVR Green Valley Recreation, Inc., a non-profit corporation organized under the laws of the State of Arizona, has been formed for the purpose of maintaining facilities and services for social and recreational activities in Green Valley, of which this subdivision is a part. Each purchaser or owner of a lot agrees for himself, his heirs, successors, and assigns, to become and remain a member of Green Valley Recreation, Inc., or successor thereto, and to pay the membership dues assessed by GVR. There is hereby created a lien, with power of sale, on each lot to secure payment of the aforesaid membership dues assessments, pursuant to the terms hereof, provided that no action shall be brought to foreclose such lien or proceed under the power of sale less than 30 days after a notice of claim of lien is mailed to the owner of such lot, and a copy thereof is recorded in the Office of the Recorder, in the County of Pima, State of Arizona.

