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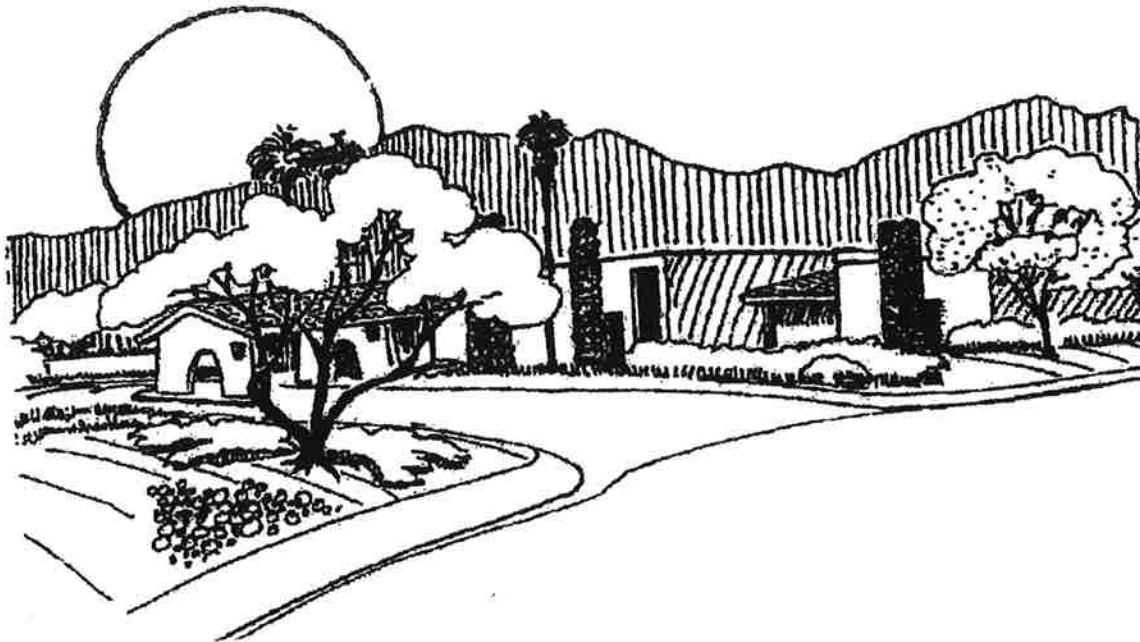
PUEBLO ESTATES HOA

145 W ALISO DR

GREEN VALLEY AZ 85614

THE PUEBLO ESTATES

COVENANTS, CONDITIONS, & RESTRICTIONS



Green Valley Pueblo Estates
145 West Aliso Drive, Green Valley, Arizona 85614

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A COMPILATION OF THE RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PUEBLO ESTATES RECORDED ON MAY 29, 1992
AND THE AMENDMENTS THERETO RECORDED ON
September 26, 2001 AND September 24, 2004 AND March 03, 2005 AND June 16,
2006 AND March 29, 2010 AND April 11, 2016 AND February 08, 2018 .

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

In lieu thereof there is substituted the following:

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

1. No residence other than a single story manufactured home may be placed on any lot or lots, and not more than one manufactured home shall be placed upon each lot. When installed on a lot or lots, said manufactured home must be new and not less than twenty-four (24) feet in width. Total interior space must not be less than eleven hundred fifty-two (1,152) square feet, exclusive of driveways, patios, porches, Arizona rooms, sheds or other exterior appurtenances. The front of the manufactured home must face the street if this is feasible.

The term "manufactured home" is used in these Covenants, Conditions and Restrictions as defined in Arizona Statutes A.R.S. 41-2141 *et seq.*

2. No manufactured home, building, addition or accessory, wall, fence or other structure shall be commenced, erected, altered or maintained, nor shall any external addition to or change or alteration thereto be made until the site plans and specifications showing the nature, kind, shape, type, materials, floor plans, and locations of such structure have been submitted to and approved in writing by the Association. The Association's failure to give notice of its disapproval of such plans and specifications within thirty (30) business days of receipt thereof by the Association shall be deemed to constitute its approval thereof. If the Association disapproves the plan, the owner has thirty (30) days to appeal. The Association will act on the appeal.

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

Site plans shall show the location of buildings, driveways, patios, walls, fences, sheds or other additions or accessories in their relation to lot lines, easements, streets and other pertinent information and shall indicate the lot number, owner's name(s) and a North arrow.

3. The surface of a lot or portion thereof shall not be regraded without the prior written consent of the Association. All manufactured homes and/or their exterior appurtenances shall be completely equipped with gutters, and all drainage from the lot shall be towards the street or as approved in advance by the Association. No well or septic tank may be constructed on any residential lot.
4. Manufactured homes installed on any Lot must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, and kitchen sink, must be connected to sewage outlets in conformity with State of Arizona Health Department requirements. Within 30 days after placement on any lot, all manufactured homes shall be lowered and skirted to ground level and back-filled in accordance with the written plan or diagram previously approved by Association. Weather permitting, landscaping of the Lot must be completed within 120 days after backfilling around the home was completed.

a. Landscaping is defined as the installation of weed barrier cloth with natural or colored crushed stone applied over the entire lot area, except for the driveway, carport and sidewalks which must be cement. Any sand or gravel on the Lot must be replaced with the landscaping required under this Section.

4a. Shrubs, trees and plant locations, new or replacement, must be approved by the Board or Architectural Committee to ensure that such plants do not interfere with any person's line of sight while traversing the roadways within the Property. Properties that have fruit trees will promptly pickup all fruit that has dropped from trees before such fruit becomes a health or a safety hazard. If owner is gone for a period of time, he or she must make arrangements to have the dropped fruit removed regularly.

b. Gazebos, tents and free-standing awning and/or shade structures, shade rooms, screen rooms, sheds, garages and any other structure are not permitted on any lot.

c. Street Lights (Poles) on residence lots are for safety and security. Owners are required to leave light on year-round and display only white bulbs. Colored bulbs, honoring various organizations may be displayed on carport or porch lamp.

All auxiliary structures such as sheds, utility or storage rooms, shall be physically attached to and be a part of the manufactured home by means of an extended shared roof. If necessary, the auxiliary structure may be connected to the manufactured home by a walkway covered by the extended shared roof. Such auxiliary structures must comply with set-back rules, as set forth below, and may not exceed ten (10) feet in height.

No manufactured home or any other structure on the Lot shall have a sundeck, observation deck or any similar facility constructed on the roof or awnings.

No fence or wall may be more than four **(4) feet** higher than the ground level of the Lot measured at the street side(s) of the Lot, and not more than **six (6)** feet higher than the ground level of the Lot measured at the back and sides of the Lot. The back side of your house is facing the easement. The sides of your house are the parallel sides that border your neighbors lot or the street if you're on a corner lot. The sides of your house are considered to run from the easement to the street. The front of your house is the part of your lot that faces the Street side of your property, contains the entrance to your carport and runs from side to side.

4c. All new Chain-link fences as of this date of revision will be limited to the rear of the lot facing the easement. Corner lot wall must consist of the following: Adobe block, concrete block (finished with Stucco) or masonry slump block.

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

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

5. All structures shall be set back at least these minimum distances from the property lines:

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

All measurements are from the property line to the nearest part of the overhang, facia, gutter or awning. The property line begins seven (7) feet back from the street curb.

The project measurements are made from the original four (4) survey pins. If the original survey pins cannot be located or identified, the Owner must, at his or her cost, have the property surveyed by a licensed professional surveyor and provide the Architectural Committee with a copy of the survey, after which the Architectural Committee will either approve or disapprove the project. Note: The property line begins (7) seven feet from the property side of the curb.

No residence shall be constructed upon a lot unless the same shall be constructed in conjunction with a roof-covered carport, which carport shall be attached to and form an integral part of the manufactured home. Said carport shall be complete within sixty (60) days after the placement of the home on the lot, and must meet the following parameters:

- (a) The height of the carport located parallel to and alongside the eaves of the residence shall not exceed the height of the eaves.
- (b) The elevation of the upper roof line of a carport located at the (gabled) end of a residence shall not exceed the sloping ends of the directly adjacent (ridge) roof.
- (c) The width of a carport measured from the outside wall of the residence adjacent to the carport, to the outside edge of the carport roof, shall not exceed fourteen (14) feet.
- (d) The length of a carport shall not extend more than the length of the home residence in any direction.

(e) The finished floor elevation of a carport shall be at no point more than the thirteen (13) inches below the finished floor elevation of the attached residence.

Before any owner makes any changes to the exterior color of any home, or installs a new home, the Owner must submit an application for approval of the exterior color scheme from the earth tone color chips available in the Club House Office and submit color chips to the Architectural Committee for its approval. There are virtually no exceptions to these restrictions.

6. No Commercial or business activities, of any kind can be conducted on any lot. Business activities are defined as a trade, occupation, commercial enterprise, profession or business. A commercial or a business activity is defined by the following standards:

- (a) One which is not detectible by sight, smell, or sound outside the Lot.
- (b) The business activity conforms to all zoning requirements for the subdivision and the Owner has obtained the requisite permission, permits and licenses from Pima County.
- (c) The business activity does not involve any person conducting the business who does not reside in the subdivision or door-to-door solicitation of residents of the subdivision;
- (d) The existence or operation of the business does not increase that Lot's use of the Common Area over that standard for a single family residence.
- (e) The existence or operation of the business does not require customers or delivery trucks which visit the Lot as part of that business activity.
- (f) The business activity does not alter the character of the neighborhood as a single family residential community.
- (g) The business activity does not constitute a nuisance, become an annoyance to the neighborhood, constitute a hazardous or offensive use, cause the Owner of the Lot to violate any other provision of the Declaration, nor threaten the security or safety of other residents in the subdivision, as determined in the sole discretion of the Board.

No apartment house, double house, flat building, lodging room, rooming house, hotel, motel, hospital or sanitarium can be erected, placed, permitted or maintained on any Lot. Except to the extent permitted under Arizona law, no room in any residence may be rented or leased to others by the Owner. However, this does not prohibit an Owner from leasing an entire lot, together with its improvements, as a residence.

When a property owner rents his/her residence for a period longer than four (4) consecutive weeks, the office of the Association shall be informed of the rental no later than five (5) business days after such arrangements are made, by submission of a form to be supplied by Association. Such rental information shall be kept current. Property shall also comply with Arizona State Regulations and law.

No carport sale may be conducted for a period of time exceeding two (2) days, and the PEHOA office must be notified of sale. Articles sold must be limited to those owned by the parties conducting the sale, who must in every case be residents of Pueblo Estates. The carport sale may be advertised in a news paper, and by means of a small sign placed in the driveway on days of the sale. Signs cannot be put on La Canada or La Canoa. No other types of advertising are permitted. You are allowed one (1) sale per year except in the case of a moving sale or an estate sale.

7. Each residence shall be occupied by at least one person who is fifty-five (55) years of age or older.

No person under thirty-five (35) years of age shall reside in any residence in excess of four (4) weeks in any one calendar year.

8. Signs advertising property sale or rental are permitted, but shall not exceed 18 x 24 inches in size, supported by rod(s) not exceeding one inch in diameter, said sign to be removed within five (5) business days after the property is sold or rented. Directional signs shall be removed each day at 5:00 P.M., or at the close of business, whichever comes first. The use of flags, banners, beacons or lights to promote the sale of property, is prohibited. For Sale or For Rent signs may not be placed in such a manner as to constitute a traffic hazard. No advertising signs of any other character shall be erected, placed, permitted or maintained on any Lot or on or in any building erected thereon.
9. Door-to-door solicitation or canvassing of any type for any purpose is expressly forbidden, as is peddling or the distribution of any advertising. The only exception is for political canvassing.
10. No obnoxious, illegal or offensive activity shall be carried out within any residence, nor upon any lot, street, easement, drainage way, alley, right of way or common area, nor shall anything be done therein which may be or may become an annoyance or a nuisance to the neighborhood or the community. Residents and their visitors shall not cause any noise or odor or otherwise disturb the quiet, peace, comfort, security or serenity of the occupants or surrounding properties between 9 pm and 7 am.

No lot or structure shall be used in whole or in part for the storage of any rubbish of any character whatsoever, nor for the storage of any property or thing which shall cause said lot or structure to appear in an unclean or untidy condition, or that will be obnoxious otherwise.

11. Owners shall limit parking on their lots to operable vehicles that are wheeled, self-propelled or motorized, not in excess of 235 inches in length bumper to bumper, nor more than seven (7) feet in height, and normally intended for street or highway use. Such vehicles, which include, but are not necessarily limited to, automobiles, vans, golf carts, motorcycles, UTV's, ATV's, and pickup trucks, shall be parked only in the owner's carport, garage, driveway, or covered patio, but not less than seven (7) feet from the curb line. They may not be parked on the street, set back areas, or on other's property without permission from the other owner. Vehicles parked on property belonging to the owner of the vehicle may not constitute a nuisance or an annoyance to the neighborhood or to the community. Parking of any vehicles at night on Pueblo Estates streets, including La Canoa, is prohibited. Golf carts are only permitted to be parked under cover - not in side pull-outs or yard. RV owners see Number 11a.

- 11a. Trailers, house trailers, tent trailers, watercraft with or without trailers, aircraft, recreational vehicles and similar vehicles shall not be parked on any lot, but may be stored in the Recreational Vehicle Storage Center provided by Association as space in this facility permits. Long term inactive storage of these vehicles shall not be permitted; such inactive storage shall be defined as non-usage of any of these vehicles during a one year period.

RV owners may temporarily park such vehicles near their residence when this is necessary to facilitate loading or unloading, but parking for such purpose is limited to a maximum of forty-eight (48) hours during any fifteen (15) day period. This applies to all streets including La Canoa. Even though La Canoa is a county owned street, all PEHOA CC&R's apply.

- 11b. Non-resident RV owners will not be allowed to park overnight within the boundaries of Pueblo Estates except parking on the east side of the Pueblo Estates clubhouse and notifying the Association office to obtain a parking permit.
12. No obstructions of any nature shall be placed in any utility easement located on any lot. Easements may not be used as driveways, nor for parking any type of vehicle.

13. No air conditioner, evaporative cooler or other equipment of any type can be placed on a Lot if its height exceeds the highest point of the roof by more than 30 inches. If placed on the Lot, such equipment must be located at the rear of the residence on the Lot. All evaporative coolers, air conditioners, tanks or similar bulky equipment shall be installed only in such a manner and place as approved by Association prior to said installation.

Subject to the Telecommunications Act of 1996, no exterior antennas or other device for the transmission or reception of television or radio signals, including satellite dishes, can be erected or maintained on a Lot if they are visible from neighboring Lots or from the Common Area. Notwithstanding anything else in this Section, satellite dishes which are one meter (39.37") or less in diameter are permitted under the Telecommunications Act of 1996. Owners are encouraged to install such satellite dishes in the least obtrusive place on the Lot where there is still an acceptable quality signal.

An Owner may display the American Flag on the Lot if the American Flag is displayed in accordance with the Federal Flag Code.

14. All drying wash not dried within the residence must be hung so as not to be visible from neighboring lots or streets.
15. No farm animals, poultry, wild animals or wild birds (even though domesticated) may be kept as pets within the community. Approved pets will include only dogs, cats and such house pets as birds or fish. Approved pets may not be bred, nor kept for any commercial purposes, such as boarding. No residence may keep more than **two dogs or two cats, or one of each**, and no pet shall be allowed to disturb in any way the tranquility of a neighborhood. When outside the owner's lot, dogs and cats shall be on a 6' leash at all times, their excrement shall be picked up by scoop or other means and disposed of in owner's trash facilities, so as not to create an offense or hazard to pedestrians in the streets or open spaces. Keep in mind when walking your pet, respect for other homeowner's property.
16. Users of all recreational facilities must be attired in conformity with the generally accepted standards of dress.
17. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, placed or permitted upon any part of said Pueblo Estates, nor shall any water, oil, or natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom, except that Association reserves the use of one or more of said parcels upon which may be maintained the necessary structures and tanks for the supply of water to the subdivision only.

With the latter exception, no elevated tanks of any kind shall be erected, placed or permitted upon any part of said property; a tank shall be considered elevated if it does not rest upon the ground.

Any tanks for use in connection with any residence constructed on said property must be buried or walled in to conceal them from the neighboring lots, roads or streets.

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

Equipment, service yards, wood piles or storage piles shall be walled in or screened by adequate planting or other means in such manner as to conceal them from the view of neighboring lots or streets.

All equipment for the storage or disposal of any waste shall be kept in a clean or sanitary condition. There are virtually no exceptions to these restrictions.

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

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

The Association may, at its discretion, grant exceptions from the restrictions set forth in this declaration. The activity permitted under the exception must not have any substantial adverse effective on the

neighboring residents and is consistent with the high quality of life for the residents of the community.

20. The Association shall have the right from time to time hereinafter to make all reasonable modifications, changes, additions, alterations, amendments or revocations with respect to these Covenants, Conditions and Restrictions, provided, however, that changes, alterations, additions or revocations shall be made only upon an instrument in writing executed by Association and recorded in the office of the County Recorder of Pima County, Arizona; provided further, however, that any changes, alterations, additions or revocations affecting in any way drainage ways, easements or rights of way shall be made only upon the approval of the Pima County Board of Supervisors.
21. All owners and property occupants, including tenants and guests, are bound by this Declaration whenever and wherever applicable, and they shall comply strictly with all By-Laws, Rules and Regulations adopted by the Corporation, and as the same may be lawfully amended from time to time. As used herein, "owner" shall mean any person, corporation, partnership or other legal entity who owns, as reflected by the records in the office of the County Recorder of Pima County, Arizona, any of said lots subject to the conditions and restrictions imposed by the Declaration, but shall not refer to any mortgagee, legal or equitable lien holder under contract for sale of real estate, or trustee or beneficiary under any deed of trust, unless and until such mortgagee or lien holder, by foreclosure or deed in lieu of foreclosure, or the purchaser upon sale by trustee under power of sale in any such deed of trust, has acquired title to such real property or a vendor has forfeited in accordance with law the interest of the buyer under such contract for the sale of real estate.

Failure to comply with this Declaration, the By-Laws, or Rules and Regulations, shall be grounds for injunctive relief or damages, or both, maintainable by the Board if Directors of the Corporation or its agent, on behalf of the Board of Directors of the Corporation, or in the proper case by an aggrieved owner, for the purpose of enforcing this Declaration or the said By-Laws, Rules and Regulations.

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

The Covenants, Conditions and Restrictions imposed within this Declaration constitute a general plan only for the benefit of all the owners, and except as otherwise herein specified, all of such Covenants,

Conditions and Restrictions shall be binding upon and shall benefit and shall be enforceable by every owner and shall constitute Covenants running with the land for the benefit of all owners. Failure to enforce any Covenant, Condition, Restriction or charge herein contained or contained in any By-Law, Rule or Regulation adopted by the Corporation shall not constitute a waiver of the right to do so thereafter. As used herein, Board of Directors means that group of persons elected by the members of the Corporation, who shall be responsible for the management and administration of said real property or subdivision on behalf of the Corporation.

22. The Corporation shall adopt Articles or By-Laws setting forth those who shall be entitled to vote at any meeting of the Corporation, the method by which votes shall be calculated, the number of owners required to constitute a quorum at any meeting and any and all other matters which are necessary, desirable or convenient for the orderly operation of the Corporation, including but not limited to matters concerning to whom notice should be delivered concerning any meeting, the method of delivery of such notice and the time period during which said notice shall be delivered. The Corporation, in its Articles or By-Laws, shall also adopt rules and regulations necessary or desirable to provide for the operation of the Board of Directors.

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

All owners shall pay all regular and special assessments imposed by the Board of Directors, and any other charges imposed in accordance with the By-Laws, Rules or Regulations adopted by the Corporation. No owner may exempt himself from contributing to such assessments or charges by waiver, non-use, or non-enjoyment of any property or interest therein owned by the Corporation, or by the abandonment of any part of

the real property belonging to the Corporation. A member may have his/her membership rights in the Association suspended if he/she is delinquent in the payment of assessments or any other sum due to the Association. Should any owner fail to pay before delinquent any regular or special assessment imposed by the Board of Directors, or any other charges imposed in accordance with the Articles, By-Laws, Rules or Regulations adopted by the Corporation, a lien may be imposed upon the real property owned by such owner. Such lien shall be imposed by the Board of Directors for and on behalf of the Corporation in accordance with the provisions of the Articles, By-Laws, Rules or Regulations of the Corporation, the Corporation being specifically authorized, but shall not be limited, to utilize the methods set forth in the Statutes of the State of Arizona with respect to the enforcement of a mechanic's lien for the imposition and enforcement of such liens, or foreclose the same in the manner provided for the foreclosures of realty mortgages.

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

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

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

(a) After notice of the violation and an opportunity for a hearing has been provided to the Owner, the Board may impose a fine of \$25.00 against the Owner who has violated the following provisions of the governing documents a second or subsequent time: parking, noise, barking dogs, or any other violation that can be resolved immediately.

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

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

upon and effective against any such mortgage or trustee or owner thereof, whose title thereto or whose grantor title is or was acquired by foreclosure, trustee's sale or otherwise.

26. The Covenants, Conditions and Restrictions imposed hereby shall be binding upon and inure to the benefit of Association and each owner, their respective heirs, executors, personal representatives, successors and assigns.

