

Governing Documents

The following documents have been transcribed from the official documents of The Villages of Green Valley, as they have been amended from time to time. While care has been taken to avoid errors in transcribing from the official documents, inadvertent errors may have occurred and not been detected. In the event of any differences between these documents and the official ones, the official documents on file with Pima County shall control.

**MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE VILLAGES OF GREEN VALLEY**

THIS MASTER DECLARATION is made this 27th day of December 1977, by CRA DEVELOPMENT CO., INC., an Arizona corporation, hereinafter referred to as "Declarant".

DATED: December 27, 1977
Tucson, Pima County, Arizona

Revised through Amendment 5 dated 16 December 1991
Revisions added per Amendment 6 dated 30 May 2001
Revisions added Amendment 7 dated 8 December 2005

RECITALS

WHEREAS, Declarant is the owner of certain real property in the County of Pima, State of Arizona, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, which described real property is hereinafter referred to as "the property"; and,

WHEREAS, the property was previously owned by Pima Service Corporation, an Arizona corporation, which caused the recordation of a certain document entitled "Master Declaration of Covenants, Conditions and Restrictions of Colonia De Los Alamos" dated February 15, 1974, and recorded May 15, 1974, in Book 4724, Page 758 through 837 inclusive of the Pima County Recorder, State of Arizona; and,

WHEREAS, after the property was sold, Pima Service Corporation and other interested parties filed a certain document dated December 27, 1977, and recorded December 29, 1977, in Book 5682, Page 746-748 of the Pima County Recorder, State of Arizona, revoking and rescinding in Toto that Master Declaration of Covenants, Conditions and Restrictions of Colonia De Los Alamos referred to above; and

WHEREAS, Declarant is now the owner of the property and proposes to develop it in phases, under the name "The Villages of Green Valley" as a community development, containing detached single-family residences, townhouses and recreational and common areas (which terms are defined in Article I below); and, WHEREAS, Declarant desired to record a Master Declaration of Covenants, Conditions and Restrictions of The Villages of Green Valley which shall govern the use of the property,

NOW, THEREFORE, Declarant hereby declared that the property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions and equitable servitudes, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. The covenants conditions, restrictions and equitable servitudes set forth herein shall run with the property; shall be binding upon all persons having or acquiring any interests in the property or any part thereof; shall inure to the benefit of every portion of the property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest, each owner and his respective successors in interest, and may be enforced by Declarant or its successors in interest, by any owner or his successors in interest, by any owner or his successors in interest or by any entity having an interest in their enforcement. No provision contained herein shall be construed to prevent or limit Developer's (which term is defined in Article I below) right to complete development of the property and construction of improvements thereon, nor Developer's right to maintain model homes, construction, sales or leasing offices or similar facilities on the property, nor Developer's right to post signs incidental to construction, sales or leasing, nor Developer's right to do anything that it may deem necessary and proper for the full development of the property

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter assigned.

Section 1.01 - Architectural Committee shall mean the committee created pursuant to ARTICLE X hereof.

Section 1.02 - Architectural Committee Rules shall mean the rules adopted by the Architectural Committee.

Section 1.03 - Articles shall mean the Articles of Incorporation of the Association and amendments thereto which are, or shall be filed in the office of the Arizona Corporation Commission.

Section 1.04 - Assessments shall mean assessments of the Association established pursuant to ARTICLE IX hereof and include general, townhouse and special assessments.

Section 1.05 - Association shall mean and refer to The Villages of Green Valley Homeowner's Association, Inc., an Arizona nonprofit corporation, which has or will be formed, its successors and assigns.

Section 1.06 - Association Property shall mean all real and personal property now or hereafter owned by or leased to the Association.

Section 1.07 - Beneficiary shall mean a mortgagee under a mortgage or a beneficiary or holder under a Deed of Trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder.

Section 1.08 - Board shall mean the Board of Directors of the Association.

Section 1.09 - By-laws shall mean the By-laws of the Association, together with any amendments thereto.

Section 1.10 - Common Area shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association.

Section 1.11 - Completion shall mean the happening of either of the following, whichever first occurs:

- A. When all the property including annexed property as defined in Section 2.03 hereof has been subdivided or sold; or
- B. December 31, 1988; or
- C. At such time as Declarant records an affirmative statement of completion.

Section 1.12 - Detached Single-Family Residence shall mean all of the real property so classified within a residential area in accordance with Section 2.02 for use as a single-family residence upon which is built a free-standing house without common walls adjoining another single-family residence or house.

Section 1.13 - Developer The original owners, referred to as "Declarant" or "Developer" signed their 'statement of completion' in 1988. Accordingly, where appropriate, reference to "Declarant" or "Developer" shall now mean The Villages of Green Valley Homeowner's Association, Inc.²¹

Section 1.14 - Improvement shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles signs, exterior air conditioning and fixtures.

Section 1.15 - Lot shall mean a portion of The Villages of Green Valley, which is a legally described parcel of real property or is designated as a lot on any recorded subdivision plat, whether or not improved. Lot shall not include any property classified as a recreational or common area.

Section 1.16 - Maintenance Funds shall mean the funds created for the receipts and disbursements of the Association pursuant to Section 9.06 hereof and includes a General Maintenance Fund, a Townhouse Maintenance Fund, and a Special Maintenance Fund.

Section 1.17 - Manager shall mean the person, firm or corporation employed by the Association pursuant to and limited by Section 7.05E and delegated the duties, powers or functions of the Association pursuant to said Section.

Section 1.18 - Master Declaration shall mean this instrument and any amendments thereto, and it shall also mean all Supplemental Declarations and amendments thereto which may be recorded by Declarant pursuant to Section 2.02 hereof.

Section 1.19 - Member shall mean and refer to every person and/ or entity who holds membership in the Association (the term "Association member or members" shall also be used interchangeably with "member"); it shall also mean a member of the Architectural Committee under ARTICLE X hereof.

Section 1.20 - Owner(s) or ownership shall mean and refer to (1) the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot or as the case may be; (2) the purchasers of a Lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant of a townhouse, or a detached single-family residence. For the purpose of ARTICLES IV and V only, unless the context otherwise requires, "Owner" shall also include the family, invitee, licensees, and lessees of any Owner, together with any person or parties holding any possessory interest granted by such Owner in any Lot. Except as stated otherwise herein, the term "Owner" shall not include a builder, contractor, or other person or entity who purchases a Lot for the sole purpose of constructing improvements thereon for resale in the ordinary course of his business to another person.

Section 1.21 - Person shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.21.1 "Phase I" shall mean

Lots 1 through 10 inclusive of Block 2,

Lots 12 through 17 inclusive of Block 3,

Lots 1 through 25 inclusive of Block 4,

Lots 1 through 17 inclusive of Block 5, and

Lots 1 through 44 inclusive of Block 35

Located in Colonia de Los Alamos, according to the Map of Record in the Pima County Recorder's Office in Book 26 of Maps and Plats, at Page 9.

Section 1.21.2 “Phase II” shall mean
Lots 4 through 11 inclusive of Block 3,
Lots 1 through 25 inclusive of Block 6,
Lots 1 through 14 inclusive of Block 10, and
Lots 33 through 72 inclusive of Block 36,
Located in Colonia de Los Alamos, according to the Map of
Record in the Pima County Recorder’s Office in Book 26 of Maps
and Plats, at Page 9.

Section 1.21.3 “Phase III” shall mean

Lot 1 of Block 7
Lots 1 through 18 inclusive of Block 9
Lots 1 through 21 inclusive of Block 19
Lots 1 through 32 inclusive of Block 36,
Lots 1 through 28 inclusive of Block 38, and
Lots 1 through 26 inclusive of Block 39,
Located in Colonia de Los Alamos, according to the Map of Record in the Pima
County Recorder’s Office in Book 26 of Maps and Plats, at Page 9.¹

Section 1.22 - Planting Area shall mean an area designated as a “Planting Area” in any
supplemental Declaration, provided further that such Supplemental Declaration
also declares the improvement, landscaping, maintenance and upkeep of such area
to be the responsibility of the owner thereof.

Section 1.23 - Plat shall refer to that subdivision plat recorded in Book 26 of Maps
and Plats at Page 9 of the Pima County Recorder, State of Arizona.

Section 1.24 - Record, Recorded, and Recordation shall mean, with respect to any
document, recordation of such document in the office of the County Recorder of Pima
County, State of Arizona (which may also be referred to herein as file or filed).

Section 1.25 - Recreational Area shall mean all of the real property so classified
in accordance with Section 2.02 hereof.

Section 1.26 - Residential Area shall mean all of the real property so classified
for use as either detached single-family residences, zero lot line residences or
townhouses² in accordance with Section 2.02 hereof.

Section 1.27 - Residential Lot shall mean a lot located within a residential area and
intended for improvement with a single residence, together with the improvements,
if any, thereon.

Section 1.28 - Restrictions shall mean this Master Declaration and any amendments
thereto; it shall also mean all Supplemental Declarations and amendments thereto which
may be recorded by Declarant pursuant to Section 2.02 hereof.

Section 1.29 - Single-Family shall mean a group of one or more persons each related
to the other by blood, marriage or legal adoption, or a group of not more than three
persons not so related, together with their domestic servants, who maintain a common
household in a dwelling.

Section 1.30 - Single Family Residence shall mean a building, house or townhouse
or zero lot line residence³ used as a residence for a single family, including any
appurtenant or attached garage, carport, servants’ quarters or similar outbuilding.

Section 1.31 - Single-Family Residential Use shall mean the occupation or use of a
single-family residence in conformity with this Master Declaration and the

requirements imposed by applicable zoning laws or other state, county and city ordinances.

Section 1.32 - Sub-Association(s) shall mean any non-profit Arizona corporation or unincorporated association or the successors of any of them, organized and established by Declarant or by any owner or group of owners pursuant to or in connection with a Supplemental Declaration recorded by Declarant.

Section 1.33 - Subsequent Developer shall mean any assignee of CRA Development Co., Inc., an Arizona corporation, with delegated authority to develop or construct townhouses, zero lot line residences⁴ or detached single-family residences on the property.

Section 1.34 - Supplemental Declaration shall mean any Declaration of Covenants, Conditions and Restrictions, which may be recorded by Declarant pursuant to Section 2.02 of this Master Declaration and may relate to all or part of the property or real property annexed pursuant to Section 2.03 hereof.

Section 1.35 - Townhouse Assessment shall mean that assessment permitted under Section 9.04 hereof.

Section 1.36 - Townhouse Lot or Unit or Townhouses shall mean all of the real property so classified within a residential area in accordance with Section 2.02 for use as a single-family residence upon which is built a residence whose wall or walls adjoin another single-family residence on an adjacent lot.

Section 1.37 - Villages of Green Valley shall mean all that real property identified and described in this Master Declaration and the Plat of Colonia De Los Alamos recorded in Book 26 of Maps and Plats, at Page 9, in the office of the County Recorder of Pima County, Arizona, as the same is now and as it may be developed and improved together with any real property annexed under Section 2.03 hereof.

Section 1.38 - Villages of Green Valley Rules or “the Rules” shall mean the rules adopted by the Board pursuant to Section 7.06 hereof, or any amendments thereto.

Section 1.39 - Zero Lot Line Residence shall mean a single-family residence constructed on a lot or lots in accordance with Section 2434, Article 24 of Pima County Zoning Ordinance Number 1952-III as amended from time to time.⁵

ARTICLE II

DEVELOPMENT OF THE VILLAGES OF GREEN VALLEY LAND USE CLASSIFICATION; ANNEXATION

Section 2.01 – Development by Declarant: Declarant shall develop The Villages of Green Valley into various lots for residential uses, and portions of the property for recreational and other purposes beneficial to the residents. Thereafter, Declarant intends to construct and sell townhouses, zero lot line residences⁶ and detached single-family residence subject to both this Master Declaration and any Supplemental Declarations.

Section 2.02 – Land Use Classification: As each area is developed, Declarant may, with respect thereto, record one or more Supplemental Declarations which shall supplement this Master Declaration with such additional covenants, conditions and

restrictions and Declarant may deem appropriate for that area, including the designation of planting areas.

Section 2.03 – Annexation: Declarant may at any time or from time to time during a period of ten (10) years from the date hereof, add to the property all or any portion of land (annexed property) owned by Declarant which is contiguous (i.e., in close proximity; near, though not necessarily in contact) to the property covered by this Master Declaration without the consent of members. Such annexed property may, but shall not necessarily include, additional land for single-family residential use, multiple-family residential use, including apartments, townhouses and condominiums; and commercial, recreational and common areas.

Upon the recording of a Notice of Addition of Territory containing the provisions set forth herein (which Notice may be contained within the Supplemental Declaration affecting such property), the covenants, conditions and restrictions contained in this Master Declaration shall apply to the annexed property in the same manner as if it were originally covered by this Master Declaration and originally constituted a portion of The Villages of Green Valley except as amended in Supplemental Declarations pertaining to the annexed property; and thereafter the rights, privileges, duties and liabilities of the parties to this Master Declaration with respect to the annexed property shall be the same as with respect to the property, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of lots within the annexed property shall be the same as in the case of the property except as amended in Supplemental Declarations pertaining to the annexed property.

The Notice of Addition of Territory referred to herein shall contain the following provisions:

- A. A reference to the Master Declaration, which reference shall state the date of recordation hereof and the Book or Books of the Records of the County of Pima, State of Arizona, and the page numbers where this Master Declaration is recorded;
- B. A statement that the provisions of this Master Declaration other than those specifically excepted shall apply to the annexed property as set forth herein and as amended from time to time, and,
- C. An exact legal description of the annexed property

ARTICLE III

GENERAL RESTRICTIONS

All real property within The Villages of Green Valley shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 3.01 - Air-Conditioning and Antennas: Air-conditioning units shall be placed, installed, or maintained as initially installed on any building or structure. No exterior antennas or other device for the transmission or reception of television or radio signals shall be erected or maintained without prior written authorization of the Architectural Committee.

Section 3.02 - Insurance Rates: Nothing shall be done or kept on any Association Property which will increase the rate of insurance on any Association Property without the written approval of the Board, nor shall anything be done or kept on any Association Property which will result in

the cancellation of insurance on any Association Property or which would be in violation of any law.

Section 3.03 - Restriction of Further Subdivision: The property shall not be further subdivided by any owner unless such resubdivision is first approved by the Board of Supervisors of Pima County, Arizona, and the Declarant.

Section 3.04 – Signs: No signs of any kind shall be displayed which are visible from neighboring property without the approval of the Architectural Committee except:

- A. Such signs as may be required by legal proceeding; and,
- B. Such signs as may be used by Declarant Developer or authorized representative in connection with the development of The Villages of Green Valley and sale of residences and lots therein.

Where Architectural Committee approval is required, it shall approve the nature, composition, number, size and location of all signs, unless excepted hereunder.

Section 3.05 – Animals: No animals of any kind shall be raised, bred or kept, except that a reasonable number of generally recognized house or yard pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to become a nuisance. A “reasonable number” as used in this section shall ordinarily mean no more than two pets per household; provided, however the Board may determine that a reasonable number in any instance may be more or less. Upon the written request of any owner, the Board shall conclusively determine, in its sole and absolute discretion, whether for the purposes of the Section, a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable.

Section 3.06 – Nuisances: Except in the course of construction and improvement of lots and housing by Declarant or authorized representative, no rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within The Villages of Green Valley, and no odors shall be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property without the prior written approval of the Board. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

Section 3.07 - Exterior Maintenance and Repairs: No improvement upon any property within The Villages of Green Valley shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. The maintenance and painting of the exterior surfaces, including walls, roofs, fences and glass surfaces of all buildings and other improvements within The Villages of Green Valley shall be the sole obligation and expense of the individual owner except those maintenance and repair items set forth in Section 5.01 B of this Master Declaration shall be the responsibility of the Association.

In the event that any owner shall permit any improvement owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such homeowner's property for the purpose of doing so, and such owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a separate assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article IX.

Section 3.08 - Maintenance of Lawns and Landscaping:

A. By Owner. Each owner of a lot within The Villages of Green Valley shall keep all shrubs, trees, grass and plantings of every kind on his property, including set-back areas, planting areas and planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event Declarant or the Board determines that an owner's lot is not being maintained in the manner prescribed above, Declarant or the Board, upon seven (7) days prior written notice to such owner specifying the deficiencies in maintenance, shall have the right to enter upon such homeowner's property during daylight hours and perform all acts necessary for the proper maintenance of the owner's lot pursuant to this Section and such owner shall promptly reimburse Declarant of the Association as the case may be for the cost thereof. Such cost shall be a separate assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article IX.

B. By Declarant or the Association. Declarant or the Association or its authorized agent shall have the right to enter upon any of the property at any reasonable time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings, regardless of whether any owner or the Association is responsible hereunder for maintenance of such areas and shall not be liable for trespassing in doing so. No owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Declarant or the Association without the written consent of the Board having first been obtained.

C. Planting Areas. Declarant may, in any Supplemental Declaration filed upon any portion of The Villages of Green Valley, designate any portion of any lot as a planting area and may declare it to be the duty of the owner thereof to maintain, repair, replace and restore such areas within his lot in a safe, sanitary and attractive condition, subject to the control and approval of the Board. Upon the failure of any such owner to so maintain or repair any such area, the Board shall have the right to perform such maintenance or to make such repairs, and the cost thereof shall be charged to the owner. Said cost shall be a separate assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article IX.

Section 3.09 - Native Growth, and Planting and Common Areas: The native growth on each deeded lot, including but not limited to cacti, mesquite trees, Palo

Verde trees, shall not be destroyed or removed from any of the deeded lots by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other outbuildings and/or walled in service yards and patios.

In the event such growth is removed, except as stated above, the Architectural Committee may require the replanting or replacement of same, the cost thereof to be borne by the lot owner or the one removing it. Anything to the contrary notwithstanding, owners or builders may remove growth, which is dead, unhealthy, detrimental to the remaining growth, or otherwise undesirable for the maintenance of a healthy and attractive desert growth. However, nothing shall be done which will change the general character of those areas where native growth is required to be maintained.

The native growth on all common areas shall not be permitted to be destroyed or removed except as approved by the Board. In the event that such growth is removed, except as stated above, the Board may require the replanting or replacement of same, the cost thereof to be borne by the one removing it. Owners may not plant or grow any type of vegetation on the common areas without the prior approval of the Board.

This Section 3.09 shall not apply to Declarant or its authorized representative.

Section 3.10 - Violation of Rules: There shall be no violation of the Rules once adopted by the Board after notice and hearing. If any owner, his family, or any licensee, lessee or invitee violates the Rules, the Board may impose special assessment upon such person of not more than Fifty Dollars (\$50.00) for each violation and/or may suspend the right of such person to use the Association Properties, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any such assessment or suspension, the Board shall give such person notice of at least ten (10) days prior to hearing. Any assessment imposed hereunder which remains unpaid for a period of ten (10) days or more, shall become a lien upon the owner's lot upon its inclusion in a claim of lien recorded pursuant to Section 9.11 B.

Section 3.11 - Exemption of Developer: Nothing in these restrictions shall limit the right of Developer to complete excavation, grading, and construction of improvements to any property within The Villages of Green Valley owned by Declarant, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development so long as any lot therein remains unsold, or to use any structure in The Villages of Green Valley as a model home or real estate sales or leasing office.

Developer need not seek or obtain Architectural Committee approval of any improvement including landscaping constructed or placed by Developer on any property in The Villages of Green Valley. The right of Declarant or Developer hereunder or elsewhere in these Restrictions may be assigned.

Section 3.12 – Drainage: There shall be no interference with the established drainage pattern over any property within The Villages of Green Valley unless adequate provision is made for proper drainage as required by the Pima County Engineer and is approved by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the drainage, which exists at the time the overall

grading of any Association Property or lot, is completed, or which is shown on any plans approved by the Architectural Committee.

Section 3.13 - Water Supply Systems: No individual water supply or water softener system shall be permitted on any lot unless approved by the Architectural Committee.

Section 3.14 - Unsightly Articles: No unsightly articles shall be permitted to remain so as to be visible from adjoining property or from the streets or public way. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than vehicles which can be parked within the carport or garage area, boats, tractors, vehicles other than automobiles, campers not on a truck, and garden or maintenance equipment shall be kept at all times, except when in actual use, in the carport or garage area; at no time shall there be any outside storage of boats, trailers, motor vehicles in stages of construction or reconstruction, modification, or rebuilding or parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Garbage or trash containers shall be kept within an enclosed structure or appropriately screened from view except when necessary to make available for collection, and then only the shortest time reasonably necessary to effect such collection; clotheslines, machinery, storage piles, wood piles and grass, shrub or tree clippings shall be kept within an enclosed structure or appropriately screened from view of adjoining property or from streets or public way.

Section 3.15 - Trash Containers: No garbage or trash shall be placed or kept on any property within The Villages of Green Valley except in covered containers of a type, size and style, which have been approved by the Architectural Committee. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerator shall be kept or maintained on any lot.

Section 3.16 - Utility Easements: There is hereby created a blanket easement upon, across, over and under the property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls and residences. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on the property. This easement shall be limited to improvements as originally constructed. In no event shall any portion of the above- mentioned easements for utilities be construed to authorize the placing or installing of sewers, electrical lines, water lines or other utilities under any permanent building structure constructed on the property.

Section 3.17 - Electrical Service and Telephone Lines: All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead; provided that no provisions hereof shall prohibit the erection of temporary power or telephone structures incident to construction in that Declarant shall waive this requirement; provided, however, that one such waiver shall not constitute a waiver as to other lots or lines.

Section 3.18 - Right of Inspection: During reasonable hours, Declarant, any member of the Architectural Committee, any member of the Board, or any authorized representative of any of them shall have the right to enter upon and inspect any property within The Villages of Green Valley, and the improvements thereon, except for the interior portions of residences, for the purpose of ascertaining whether or not the provisions of the Master Declaration have been or are being complied with, and such person shall not be deemed guilty of trespass by reason of such entry.

Section 3.19 - Construction and Temporary Structures: No temporary house, house trailer, tent, garage, or other outbuilding shall be placed or erected upon any part of the property and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans (as hereinafter provided); provided however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials, etc., may be erected and maintained by Declarant or the person doing such work. Said temporary buildings shall be removed immediately after the completion of construction. The work of constructing, altering, or remodeling any building on any part of said property shall be prosecuted diligently from commencement thereof until the completion thereof.

Section 3.20 - No Elevated Tanks: No elevated tanks of any kind shall be erected, placed or permitted upon any part of the property; provided, that nothing herein shall prevent the Association or owners, their successors and assigns, from erecting, placing or permitting the placement of tanks and other water system apparatus on the property for the use of the water company servicing the property. Any tanks for use in connection with any residence constructed on the property, including tanks for storage of fuels, must be buried or walled in sufficiently to conceal them from view from neighboring lots, roads or streets.

Section 3.21 - Mail Boxes: The Architectural Committee shall determine the location, color, size, design, lettering and all other particulars of all mail and paper delivery boxes, and standards and brackets and name sign for same in order that the area be generally uniform in appearance with respect thereto.

Section 3.22 - Fencing or Walls: No fencing or walls shall be permitted or installed on any lot covered by these Restrictions other than those initially installed unless first approved by the Architectural Committee.

Section 3.23 – Vehicles: The use of all vehicles, including but not limited to trucks, automobiles, bicycles and motorcycles shall be subject to the Rules of The Villages of Green Valley, which may provide parking regulations or adopt other rules regulating the same.

ARTICLE IV

PERMITTED USES AND RESTRICTIONS RESIDENTIAL AREAS

Section 4.01 - Supplemental Declarations - Single-Family Residential Area: Recorded Supplemental Declarations covering the property as well as the annexed

property shall designate the residential use either for detached single-family residences, zero lot line residences⁷ or townhouses or a combination thereof.

Section 4.01.1 Additional Restriction - Zero Lot Line Residences.

- A. Developer or subsequent developer may not construct zero lot line residences on a lot or lots in the subdivision without complying with the requirements of Section 2434, Article 24 of Pima County Zoning Ordinance Number 1952-III, as amended from time to time.
- B. No additions or modifications may be made to zero lot line residences after the subdivision is completed without first obtaining the approval of the Pima County Zoning Inspector.

Section 4.01.1 Additional Restriction - Zero Lot Line Residences.

- C. Developer or subsequent developer may not construct zero lot line residences on a lot or lots in the subdivision without complying with the requirements of Section 2434, Article 24 of Pima County Zoning Ordinance Number 1952-III, as amended from time to time.
- D. No additions or modifications may be made to zero lot line residences after the subdivision is completed without first obtaining the approval of the Pima County Zoning Inspector.
- E. The developer anticipates that zero lot line residences will be constructed on the following lots:
 - Lots 8 through 21 inclusive, Block 7
 - Lots 18 through 31 inclusive, Block 8
 - Lots 1 through 20 inclusive, Block 11
 - Lots 1 through 12 inclusive, Block 12

 - Lots 1 through 12 inclusive, Block 13

 - Lots 1 through 21 inclusive, Block 14⁸

Section 4.02 - Private Residential Purposes: All property within a residential area shall be improved and used solely for private residential use. No gainful occupation, professional, trade or other non-residential use shall be conducted on any such property except that Declarant or Developer may maintain sales or construction offices and sales models on the property.

Section 4.03 – Rentals: Any owner may rent his residence for residential purposes only; however, individual rooms of any residence shall not be rented or leased. Any agreement, verbal or written, with a tenant or lessee shall provide that any such tenant or lessee shall abide by the Rules, By-laws, Articles and the provisions of the Master Declaration. In the event any such lease agreement does not contain the provisions as described in the preceding sentence, such lease agreement shall, at the option of the Board, be null and void.

Section 4.04 - Retirement Community:⁹

- A. Each single-family residence located in the subdivision shall be occupied by at least one person fifty-five years of age or older, except that any person who acquired legal or equitable title to or entered into a lease of such a single-family residence prior to the date this Amendment is recorded with the Pima County

Recorder may continue to occupy such residence notwithstanding the terms of this paragraph 4.04(A). The foregoing restriction applies to all lots within the subdivision; therefore, the provisions concerning persons who acquired a legal or equitable title to or entered into a lease of such single-family residence prior to the date this Amendment is recorded apply solely to such persons, and do not apply to any persons who after the date of this amendment is recorded may acquire legal or equitable title or enter into a lease of such single-family residence.

B. No person under the age of eighteen years shall occupy as a permanent resident, whether as an owner, tenant or otherwise, or as a member of the household of an owner, tenant or other occupier, a single-family residence located in the subdivision (the "eighteen year old restriction"), excepting persons (or members of the households of such persons) who have acquired legal or equitable title to or entered into a lease of such single-family residence prior to the date this Amendment is recorded with the Pima County Recorder; provided, however, that the foregoing exception to the eighteen year old restriction shall be subject to the age restriction contained in Section 4.04 of the first Amendment as it existed prior to this Agreement. The foregoing restriction applies to all lots within the subdivision; therefore, the provisions concerning persons who acquired a legal or equitable title to or entered into a lease of such single-family residence prior to the date this Amendment is recorded apply solely to such persons, and do not apply to any persons who after the date this Amendment is recorded may acquire legal or equitable title or enter into a lease of such single-family residence.¹⁰

C. Developers. The above restrictions shall not preclude a developer or employee or subcontractor thereof from occupying a single-family residence in the subdivision until the subdivision is completed.

D. Restrictions Severable. The provisions of paragraphs A, B and C of this section shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.¹¹

ARTICLE V

PERMITTED USES AND RESTRICTIONS - TOWNHOUSES

Section 5.01 – Townhouses: The following provisions shall apply only to those residential lots constructed as "townhouses"

A. Maintenance in General. Maintenance, upkeep and repairs of townhouse units, except as otherwise provided for in paragraph B of this Section, shall be the sole responsibility of each owner, and not in any manner the responsibility of the Association. All fixtures and equipment installed within a townhouse unit, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter the lot of a townhouse unit shall be maintained and kept in repair by the owner thereof. In the event any owner fails to maintain his lot or improvements thereon in keeping

with the general neighborhood insofar as such responsibility is not the Association's as provided for in paragraph B of this Section, then the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, upon ten (10) days written notice first being given to the owner involved, to enter upon the subject property at reasonable times, and to repair, maintain, and restore the lot, and the improvements thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject. The Board in its sole discretion shall have the right to determine whether or not a lot or the improvements thereon is in need of maintenance, repair and upkeep in order to conform to the standards of the general neighborhood, and the Board shall use a reasonably high standard to determine whether such maintenance, repair and upkeep is required so that the lot and improvements thereon will reflect a high pride of ownership.

B. Exterior Maintenance and Repair by the Association. The Association or Sub-Association, as the case may be, shall, in addition to maintaining the common areas and recreation facilities, have the responsibility of maintaining and repairing mailboxes and those private roadways abutting or proximate to townhouse lots in Block 36 as shown on the plat (excluding private driveways located on townhouse lots).

C. Common Walls. The rights and duties of owners of townhouses with respect to common walls shall be as follows:

1. Each wall, including patio walls, which is constructed as a part of the original construction of the townhouse, any part of which is placed on the dividing line between separate townhouse units, shall constitute a common wall. With respect to any such wall, each of the adjoining townhouse owners shall assume the burden and be entitled to the benefits recited in this Section 5.01C, and to the extent not inconsistent herewith, the general rules of law regarding common walls shall be applied thereto.
2. The owners of contiguous townhouse units who have a common wall shall have reciprocal easements for support and equal right to use such wall provided that such use by one townhouse owner does not interfere with the use and enjoyment of same by the other townhouse owner.
3. Unless other provisions of this Section 5.01C are applicable, the costs of reasonable repair and maintenance of a common wall shall be shared equally by the townhouse owners who make use of the common wall.
4. In the event any common wall is damaged or destroyed through the act of one adjoining townhouse owner, or any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining townhouse owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the other townhouse owner.
5. In the event any common wall is damaged or destroyed by some cause other than the act of one of the adjoining townhouse owners, his agents, guests or family, (including ordinary wear and tear and deterioration from lapse of time)

then in such event, both such adjoining townhouse owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

6. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any common wall without the prior consent of the Architectural Committee. In addition to meeting the other requirements of these Restrictions and of any building code or similar regulations or ordinances, any townhouse owner proposing to modify, make additions to or rebuild his townhouse in any manner which requires the extension or other alteration of any common wall shall first obtain the written consent of the Architectural Committee which shall determine the adjoining townhouse owner's preference concerning the proposed modification, extension or alteration of the common wall prior to giving any written consent thereto.
7. In the event of a dispute between townhouse owners with respect to the repair or rebuilding of a common wall with respect to the sharing of the costs thereof, then upon written request of one of such owners delivered to the Association, the matter shall be submitted to arbitration as provided for in Section 7.05 "O", except that "owner" shall be read as "townhouse owner" and substituted in place and stead of "the Board".

D. Easement for Encroachments. Each townhouse shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the builder. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event townhouses are partially or totally destroyed, and then rebuilt, the owners of townhouses agree that minor encroachments of parts of the adjacent townhouse units due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.²³

ARTICLE VI **PERMITTED USES AND RESTRICTIONS - RECREATIONAL AND COMMON AREAS**

Section 6.01 - Recreational Areas: The permitted uses and restrictions for recreational areas, and the restrictions covering the construction and alteration of improvements thereon, shall be fixed by Declarant, in its sole and absolute discretion, in the Supplemental Declarations which may be recorded with respect to such areas. All of such permitted uses and restrictions shall be compatible with the use of such areas for recreational clubhouses, swimming pools, or other recreational facilities for the primary use of residents of The Villages of Green Valley, including commercial uses incidental thereto. Bridges, streets, sidewalks, driveways, ponds or waterways, public or private utilities and restroom facilities may be constructed and maintained on, through, under or across any recreational area.

Notwithstanding the recordation of such Supplemental Declarations, Declarant hereby reserves the right to use any building and facilities erected for recreational purposes, which may be owned and operated by the Association, for sales

of detached single-family residences and townhouses within The Villages of Green Valley. Such right of Declarant shall include but not be limited to access at all reasonable times for the purpose of showing such building and facilities to prospective purchasers, and utilizing rooms within such buildings as sales offices. Declarant agrees to pay the operating costs attributable to its use of such buildings and facilities.

Section 6.02 - Common Areas: The permitted uses and restrictions for common areas, and the restrictions governing the construction and alteration of improvements thereon, shall be fixed by Declarant, in its sole and absolute discretion, in the Supplemental declarations which may be recorded with respect to such areas. All of such permitted uses and restrictions shall be compatible with parks, gardens, greenbelts and similar recreational uses not requiring that structures be placed or maintained thereon, or such areas may be maintained in a natural, semi-natural, or landscaped state. However, bridges streets, sidewalks, driveways, ponds or waterways, public or private utilities and restroom facilities may be constructed and maintained on, through, under or across any common area.

ARTICLE VII THE VILLAGES OF GREEN VALLEY HOME OWNER'S ASSOCIATION

Section 7.01 – Organization:

- A. Association. The Association is or shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-laws, and this Master Declaration.
- B. Sub-Associations. Nothing in this Master Declaration shall prevent the creation, by provision therefore in Supplemental Declarations, for Sub-Associations to assess, regulate, maintain or manage the portions of The Villages of Green Valley subject to such Supplemental Declaration, or to own or control portions thereof for the common use or benefit of the owners of lots in the portion of The Villages of Green Valley subject to such Supplemental Declaration.
 - a. Any Sub-Association shall be entitled to exercise such powers and authority and assume such responsibilities as set forth in a Supplemental Declaration and the incorporating documents for the Sub-Association. No Sub-Association shall be established unless the approval of Declarant or the Association is first obtained.
- C. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Articles and By-laws, as same may be amended from time to time. The composition of the Board shall be defined in the Bylaws.

Section 7.02 – Membership:

- A. Qualifications. Each owner (including Declarant) of a lot, by virtue of being such an owner and for so long as he is such an owner, shall be deemed a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation. An owner shall have one membership for each lot owned.

B. Transfer of Membership. The Association membership of each owner (including Declarant) shall be appurtenant to sand lot and shall not be transferred, pledged or alienated in any way except upon the transfer of ownership to said lot, and then only to the transferee thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a lot shall operate automatically to transfer said membership to the new owner thereof.

Section 7.03 – Voting:

A. Number of Votes. The Association shall have two classes of voting membership as follows:

Class A. Class A members shall originally be all owners

with the exception of Declarant, and shall be entitled to one vote for each lot owned. Declarant shall become a Class A member with regard to lots owned by Declarant upon the conversion of Declarant's Class B membership to Class A membership as provided below. The owner of each lot may, by written motion to the Association, designate a person who may act on his behalf to exercise the vote for such owner. Said designation shall be revocable at any time by written notice to the Association by the owner. Such powers of designation and revocation may be exercised by the guardian of an owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate.

Class B. The Class B member shall be the Declarant.

Declarant shall be entitled to three (3) votes for each lot as shown on the plat, including any lots located within annexed property. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

1. When the total votes in the Class A membership equal the total votes in the Class B membership.
2. Ten (10) years from the date of the first recorded sale to an owner of a detached single-family house or townhouse residence in The Villages of Green Valley.

B. Members Entitled to Vote. All members not in arrears in the payment of assessments provided for in Article IX shall be entitled to vote.

C. Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

D. Meetings of Owners. There shall be a meeting of the owners on the third Monday of January of each year at 8:00 p.m. at the recreation center of The Villages of Green Valley, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written

notice of the Board given to the owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting, specifying the date, time and place thereof. A special meeting of the owners may be called at any reasonable time and place by written notice of the Board or by the owners having one-fifth (1/5) of the total votes and delivered to all other owners not less than fifteen (15) days prior to the date fixed for said meeting, specifying the date, time and place thereof and the nature of the business to be undertaken. Not later than thirty-six (36) months after the sale of the first townhouse or single family residence, a special meeting shall be held at which members of the Board of Directors of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the owners entitled to vote at least a majority of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the owners entitled to vote at least twenty-five percent (25%) of the total votes. The president of the Association (or the Vice President in his absence) shall act as chairman of all meetings of the owners and the Secretary of the Association (or an Assistant Secretary thereof in his absence) shall act as Secretary of all such meetings. Except as otherwise provided herein, any action may be taken at any meeting of the owners upon the affirmative vote of the owners having a majority of the total votes present at such meeting in person or by proxy; provided, however, that the members of the Board shall be elected by cumulative voting as provided in Section 7.03E. At each annual meeting, the Board shall present a written statement of all of The Villages of Green Valley's maintenance funds, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each owner.

- E. Cumulative Voting. In any election of the members of the Board, every owner (including Declarant) entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that owner is entitled in voting upon other matters multiplied by the number of Directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.
- F. Transfer of Voting Right. The right to vote may not be severed or separated from the ownership of the lot to which it is appurtenant, except that any owner may give a revocable proxy, and any sale, transfer or conveyance of such lot to a new owner shall operate automatically to transfer the appurtenant vote to the new owner.
- G. Voting Procedure. The voting procedure to be followed by revise the Articles of Incorporation, By-laws or CC&R's at a legal meeting, where the written vote of the members is required, shall include: (a) members voting, in person, by written ballot: (b) a written ballot, presented by a legally appointed proxy: and (c) a mailed-in ballot (absentee) from any member (owner) to the Villages

address. The procedure for counting absentee ballots will be the same as for any other ballot received.¹²

Section 7.04 - Duties of the Association: The Association shall have the obligation, subject to and in accordance with these Restrictions, to perform each of the following duties including those recited in other Sections of this Master Declaration for the benefit of the owners of each lot within The Villages of Green Valley.

- A. Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (1) recreational areas, (2) easements for operation and maintenance purposes over any recreational areas, and (3) easements for the benefit of Association members within the recreational areas. For purposes of this paragraph, any easement in favor of the general public or portions thereof over roads or sidewalks conveyed to the Association for ingress to and egress from any sales office or model home complex of Declarant or Developer, shall not constitute a lien or encumbrance, and shall not preclude the acceptance by the Association of such property.
- B. Title to Property upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non-profit corporation, association, trust or other organization organized and operated for such similar purposes.
- C. Operation of Recreational Areas. To operate and maintain, or provide for the operation and maintenance of all recreational areas which may be conveyed to it by Declarant or in which it owns easements either for operation and maintenance purposes or for the benefit of Association members; and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

D. Payment of Taxes. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to the owners thereof. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

E. Insurance.

1. In General. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against Declarant, Developer, the Board, the Manager, the Architectural Committee, and their representatives, members, and employees and a provision, if available, preventing any cancellation or modification thereof except upon at least thirty (30) days written notice to the insureds. In addition, every policy of insurance obtained by the Association shall provide, if available, for the payment of assessments, which the insured property is obligated for under this Master Declaration until the insured property is repaired and made habitable. The liability insurance hereinafter specified shall name as separately protected insureds Declarant, Developer, the Association, the Board, the Manager, the Architectural Committee, and their representatives, members and employees as their interest may appear with respect to any liability arising out of the maintenance or use of any insured property. As to each such policy, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Manager, the Architectural Committee, the Declarant, the Developer and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss. The Association shall furnish Declarant, Developer, or their authorized agent with copies of all insurance required by these Restrictions within fifteen (15) days from their receipt.
2. Association Property Insurance. The Board shall have the authority to and shall obtain and maintain in force the following policies of insurance applicable to the Association property and improvements:
 - a. Fire and extended coverage insurance on all improvements under the control of the Association, the amount of such insurance to be not less than eighty percent (80%) of the aggregate full insurable value, meaning actual replacement value exclusive of the cost of excavations, foundations and footings. Such insurance shall insure the Association's mortgagees, as their interests may appear.
 - b. Bodily injury liability insurance, with limits of not less than \$500,000.00 per person and \$500,000.00 per occurrence, and property damage liability insurance with a limit of not less than \$100,000.00 per occurrence, insuring against liability for bodily injury death and property damage arising from the activities of the Association or with respect to property under its

jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

- c. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.
- d. Such other insurance, including indemnity, fidelity and other bonds as the board shall deem necessary or expedient to carry out the Association functions as set forth in these Restrictions, the Articles and the Bylaws.
- e. The Board should consider obtaining appropriate insurance covering the following contingency: The Association may be considered a gratuitous bailee for automobiles parked on common areas used for parking. Said fire and liability insurance policies may be blanket policies covering the Association Properties and property of Declarant, in which case the Association and Declarant shall each pay their proportionate shares of the premium. With respect to insurance proceeds from the Association Property only, the Association shall be deemed trustee of the interests of all owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith. Insurance proceeds paid to the Association under the aforesaid policy or policies shall be deposited into the General Maintenance Fund.²⁴

F. Rule Making. To make, establish, promulgate, amend and repeal the Rules as provided for in Section 7.06.

G. Architectural Committee. To appoint and remove members of the Architectural Committee as provided in Section 10.01 E, and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

H. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by these Restrictions, as may be reasonable necessary to enforce any of the provisions of these Restrictions and the Architectural Committee rules.

I. Other. To carry out the duties of the Association set forth in these Restrictions, the Articles and the By-laws.

J. Contracts. Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess of two (2) years, unless reasonable cancellation provisions are included in such contract.

K. Exterior Maintenance and Landscaping. To maintain, paint and refinish the exterior surfaces of townhouses within The Villages of Green Valley so that they at all times present a pleasing and attractive appearance, as more particularly set forth in Section 5.01 B above. In accordance with the provisions of these Restrictions, the Association shall landscape or plant and maintain all Association property in neat and attractive manner.

L. Audit. The Board may provide for an annual independent audit of the account of the Manager and Association and for delivery of a copy of such audit to each owner within thirty (30) days after completion thereof.

Section 7.05 - Powers and Authority of the Association: The Association shall have all of the powers of an Arizona non-profit corporation, subject only to such

limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-laws or these Restrictions. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of these Restrictions, the Articles, and the By-laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association. Without in any way limiting the generality of any of the foregoing provisions, the Association shall have the power and authority at any time to do the following:

- A. Assessments. To levy assessments on the owners of lots and to enforce payment of such assessments in accordance with the provisions of Article IX.
- B. Right of Entry and Enforcement. To enter during reasonable hours, without being liable to any owner, upon any lot or any property owned or controlled by any owner, upon any lot or any property owned or controlled by any owner, except the interior of any dwelling unit, for the purpose of enforcing by peaceful means these Restrictions, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the owner thereof fails to maintain or repair any such area as required by these Restrictions. The Association shall also have the power and authority from time to time in its own name on its own behalf or on behalf of any owner or owners who consent thereto, commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Restrictions and to enforce, by mandatory injunctions or otherwise all of the provisions of these Restrictions.
- C. Easements and Rights-of-Way. To grant and convey to any person easements, rights-of-way, parcels or strips of land, in, on, over or under any common areas for the purpose of constructing, erecting operating or maintaining thereon, therein and thereunder, (1) roads, streets, walks, driveways, parkways, and park areas, (2) temporary overhead or permanent underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes, (3) sewers, storm drains and pipes, water systems, water, heating and gas lines or pipes, (4) any similar public or quasi-public improvements or facilities, and (5) enclosed Townhouse garages extending to the original roof line on to Association common areas. The Board shall have the power and authority to grant an easement for enclosed Townhouse garages under Section 7.05(C) (5) upon completion of an written request to the Board, payment of recording costs, and release of the Association from any liability by the Townhouse owner. Easements granted will be filed by the Board with the Pima County Recorder.¹³
- D. Repair and Maintenance of Association Property. To paint, maintain, and repair the Association Property and all improvements thereto; provided, however, that the Association shall have no responsibility to provide the services referred to in this paragraph D with respect to any building in any Sub-Association common area if such responsibility is that of the Sub-Association concerned.
- E. Manager. To retain and pay for the services of a person or firm to manage the Association Properties (the "Manager") to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be

necessary or proper for the operation of the Association Properties or the conduct of the business of the Association, whether such personnel are employed directly by the Association or are furnished by the Manager. The Association and the Board may delegate any of their duties, powers, or functions to the Manager, provided that any such delegation shall be revocable upon notice by the Association or Board. The owners release the members of the Board from liability for any omission or proper exercise by the Manager of any such duty, power or function as delegated. Each owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Board. A copy of such agreements shall be available to each owner. Any and all management agreements entered into by the Board shall provide that said management agreement may be canceled by an affirmative vote of three- fourths (3/4) of the members of the Association. In no event shall such management agreement be canceled prior to the effecting by the Board of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the former management agreement. It shall be the duty of the Board to effect a new management agreement prior to the expiration of the term of any prior management contract.

- F. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, enforcement of these Restrictions, or in any of the other duties or rights of the Association.
- G. Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas maintenance, and gardening service, and other necessary utility or other services for the Association Properties.
- H. Other Areas. To maintain and repair easements, roads, including private roadways abutting or proximate to townhouse lots, roadways, roadway rights-of-way, parking lots, median strips, entry details, walls, or other areas of The Villages of Green Valley not maintained by governmental entities, to the extent deemed advisable by the Board.
- I. Recreational facilities. To maintain and repair, to the extent deemed advisable by the Board, recreational facilities, including recreational clubhouses, swimming pools, and all other improvements relating to such facilities. The Board shall have the right and power to provide for the construction of additional recreational and other common facilities, or the alteration, demolition or removal of existing recreational and other common facilities, from time to time, as in its discretion appears to be in the best interest of the Association. Any such alteration, demolition, removal, construction, improvements or additions increasing the per lot maximum annual general assessment in excess of the ten percent (10%) increase authorized by Section 9.03 shall be authorized by the vote of two-thirds (2/3) of each class of owners voting in person or by proxy at a regular or special meeting called for that purpose.
- J. Transportation. To establish, maintain and operate (or to contract with third parties to provide) any bus, vehicle and other shuttle service or transportation system deemed advisable by the Board.
- K. Other Services and Properties. To obtain or pay for, as the case may be, any other property, services, taxes or assessments which the Association or the Board is required to secure or pay for pursuant to the terms of these Restrictions or the by-laws, including security services for the Association Properties or the Villages of Green Valley generally, or which in its opinion shall be necessary or proper for the operation of the Association Property.
- L. Collections for Sub-Associations. To collect on behalf and for the account of any Sub-Association (but not levy) any assessment, as provided in this Master Declaration, upon the owner of any lot subject to the jurisdiction of such Sub-Association, provided that such Sub-Association has delegated the right, authority and power to the Association to make such collections on its behalf.
- M. Construction on Common Areas. The Association may, with the approval of the Architectural Committee, construct new improvements or additions to the common areas or demolish or replace existing improvements; provided that in the case of any improvements, additions or demolition (other than maintenance or repairs to existing improvements) involving a total expenditure in excess of Two Thousand Five Hundred Dollars (\$2500.00), the vote of two-thirds (2/3) of each class of owners voting in person or by proxy at a regular or special meeting called for that purpose approving plans and a maximum total cost

therefore shall first be obtained. The Association shall levy a special assessment on all owners for the cost of such work.

N. Exterior Maintenance and Landscaping. To enter, at any reasonable time upon any exterior portions of any residential lot, for the purpose of carrying out its duties and obligations for exterior maintenance and landscaping pursuant to Sections 3.07, 3.08, and 7.04K of this Master Declaration.

O. Repairing Damage by Owner and Arbitration. In the event any Association Property is damaged or destroyed by an owner or any of his guests, agents or member of his family, such owner does hereby irrevocably authorize the Association to repair said damage, and the Association shall so repair said damage in a good workmanlike manner in conformance with the original plans and specifications. The owner shall then repay the Association in the amount actually expended for said repairs. In the event any single-family residence or portion thereof is damaged or destroyed by an owner or any of his guests, agents, or members of his family, such owner shall, within thirty (30) days from the date of the occurrence of the damage or destruction, repair and rebuild the exterior of said residence and any damage to adjacent residences or property in a good workmanlike manner in conformance with the original plans and specifications used originally in their construction. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of said residence and adjacent property within said thirty (30) day period, the Association, by and through its Board is hereby irrevocably authorized by such owner to repair and rebuild any such residence and/or adjacent property in a good workmanlike manner in conformance with the original plans and specifications used originally in the construction. The owner shall then repay the Association in the amount actually expended for such repairs. Each owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall bear interest at the rate of ten percent (10%) per annum from the date of completion and the principal amount plus interest shall become a lien upon said owner's lot and shall continue to be such a lien until fully paid. The amount owed by said owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by these Restrictions. Nothing contained in this paragraph shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this paragraph been inserted.

In the event of a dispute between an owner and the Board with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner delivered to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Association's Board, one chosen by the owner, and these two arbitrators shall choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then the same shall be selected by the presiding judge of the Superior Court of Pima County, Arizona. A determination by any two of the three arbitrators shall be binding upon the owner and the Association, who

shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

P. Private Roadways. To regulate the use and provide for appropriate safety measures for all private roadways.

Section 7.06 - Rules The Board may adopt such Rules as it deems proper for the use and occupancy of the Association Property; provided that, such Rules as from time to time adopted shall be uniform as to all members within a particular group, i.e., detached single-family resident and townhouse resident. A copy of said Rules, as they may from time to time be adopted, amended or repealed, may, but need not, be mailed or otherwise delivered to each owner, or recorded. Upon such mailing, delivery or recordation of said Rules shall have the same force and effect as if they were set forth in and were a part of these Restrictions; mailing, delivery or recordation of said Rules shall be conclusive evidence of knowledge thereof.

Section 7.07 - Liability of Board Members and Manager: Neither any member of the Board nor the Manager shall be personally liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, Board, Manager or any other representatives or employees of the Association, or the Architectural Committee, provided that such Board member, or the Manager has, upon the basis of such information as may be possessed by him, acted in good faith.

Section 7.08 – Amendment: Amendments to this Article VII shall be effective upon the vote of written consent of at least sixty-seven percent (67%) of the owners of lots in The Villages of Green Valley then entitled to vote. Those owners of lots ineligible to vote shall not be counted in the total when calculating the number of votes required to pass an issue. Such amendment shall be effective upon its recordation with the Pima County Recorder.¹⁴

Section 7.09 – Taxes: Each owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain a separate real estate tax assessment of each lot.

Section 7.10 - Limitation on Certain Actions: Notwithstanding any contrary provision in this Master Declaration or in the Articles or By-laws, all assessments including but not limited to regular annual assessments, special assessments, etc., must first be approved by Declarant prior to their implementation, and Declarant hereby reserves the right to establish such assessments in the event same is not approved by Declarant. The rights, powers and authority reserved by Declarant in this Section 7.10 shall expire within ten (10) years from the date of sale of the first townhouse or single-family residence in The Villages of Green Valley by Declarant, or upon the sale of the last residence (single -family or townhouse) in The Villages of Green Valley, whichever should occur first.

ARTICLE VIII
OWNERSHIP USE AND MANAGEMENT OF
THE ASSOCIATION PROPERTIES

Section 8.01 - Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with the title to every lot, subject to Section 8.02.

Section 8.02 - Conditional Use of Association Properties: Each owner of a lot, his family, licensees, invitees and lessees, or contract purchasers who reside on the property, shall be entitled to use the Association Properties subject to:

- A. The provisions of the Articles, By-laws, these Restrictions, and the Rules. Each owner agrees that in using the Association Properties he will comply with the provisions of such Articles, By-laws and these Restrictions, including the Rules.
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Association Property.
- C. The right of the Association with the Developer's approval and/ or subsequent Developer's approval to dedicate or transfer all or any part of the Association Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board.
- D. The right of the Association with the Developer's approval and/ or subsequent Developer's approval to allow the general public, or certain portions thereof, to use any recreational facility situated upon Association Property and, in the discretion of the Board, to charge admission fees therefore.
- E. With the approval of the Developer and/or subsequent Developer, such easements in favor of the general public or portions thereof over certain portions of the parking lots, roads and sidewalks conveyed to the Association for ingress to and egress from any sales offices or model home. With the approval of the Developer and/or subsequent Developer, such easements in favor of the general public or portions thereof over certain portions of the parking lots, roads and sidewalks conveyed to the Association for ingress to and egress from any sales offices or model home complexes of Declarant, or for parking incidental thereto, as may be recorded prior to conveyance of such parking lots, roads or sidewalks to the Association, or as the Association may grant.

Section 8.03 - Delegation of Use: Any member may delegate his right of enjoyment to the Association Property to the members of his family, his tenants or contract purchasers who reside on the lot, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 8.04 – Management: The Board shall control, maintain, manage and improve the Association Properties as provided in this Master Declaration, the Articles and By-laws. Such right and power of control and management shall be exclusive. In managing the Association Property, the Association hereby accepts all responsibility for the control, maintenance, safety and liability of the Association Property.

Section 8.05 – Damages: Each owner shall be liable to the Association for any damage to Association Property which may be sustained by reason of the negligence or willful misconduct of said owner or of his family and guests, both minor and adult. In the case of joint ownership of a lot, the liability of such owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint owners to the contrary. The amount of such damage shall be an assessment against the lot and may be collected as provided in Article IX for the collection of other assessments.

Section 8.06 - Damage and Destruction: In the case of damage by fire or other casualty to the Association Property, all insurance proceeds arising out of such damage shall be paid to Developer, and upon receipt of such insurance proceeds, Developer shall commence the rebuilding of the Association Property so damaged to its former condition. Notwithstanding the foregoing, after ten (10) years from the date of sale of the first townhouse or detached single-family residence in The Villages of Green Valley by Declarant, or upon the sale of the last residence (single-family or townhouse) in The Villages of Green Valley, whichever should first occur, all insurance proceeds shall be administered in the manner hereafter provided in Section 8.06A and B:

A. Destruction - Insurance Proceeds. If insurance proceeds do not exceed the sum of Twenty-five Thousand Dollars (\$25,000) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Five Thousand Dollars (\$5,000), such insurance proceeds shall be paid to the Association, which thereupon shall contract to repair or rebuild all the Association Property so damaged; and if the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding the damage, the Association shall levy a special assessment on all owners to make good any deficiency.

B. Reconstruction. If insurance proceeds exceed Twenty-Five Thousand Dollars (\$25,000) or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand Dollars (\$5,000), then :

1. The insurance proceeds arising out of damages to the Association Property shall be paid to such bank or other trust company as may be designated by the Board, to be held in separate trusts for the benefit of owners and their beneficiaries, as their respective interests shall appear. The Board is authorized to enter, on behalf of the owners, into an agreement with such insurance trustee relating to its powers, duties and compensation, on such terms as the Board may approve consistent herewith.
2. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild any portion of the Association Property in accordance with the original plans and specifications with respect thereto and shall, as soon as possible thereafter, call a special meeting of the owners to consider such bids. At such special meeting, the owners may be three-fourths (3/4) of the votes cast elect to reject such bids and thus determine not to rebuild. Failure to thus reject such bids shall be deemed acceptance of such bid as may be selected by the Board.
3. If a bid is accepted, the Association shall levy a special assessment or special assessments on the owners to make up the deficiency between the

total insurance proceeds and the contract price of repairing or rebuilding the damaged portions of the Association Properties and such assessment or assessments and all insurance proceeds, whether or not subject to liens of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If two (2) or more assessments are levied, such assessments may be made due on such dates as the Association may designate over a period not to exceed twenty (20) years and the Association may borrow money to pay the aforesaid deficiency, and may secure such borrowing by an assignment of its right to collect such assessments, or by a pledge of any personal property held by it in trust for the owners, or by both. If the owners elect not to rebuild, the proceeds shall be retained by the Association for use in performing its functions under these Restrictions.

ARTICLE IX

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 9.01 - Creation of Lien and Obligation to Pay Assessments: Each owner, as defined in Section 1.20, except Declarant, by acceptance of a deed to any lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association or Sub-Association, as the case may be: (1) annual general assessments or charges; (2) townhouse assessments, if applicable; and (3) special assessments for capital improvements and reimbursements, such assessments to be established and collected as hereinafter provided. The foregoing assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the lots and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Each owner for himself, his heirs, his successors, grantees and assigns covenants that with respect to charges and assessments determined during the period that he is an owner, he will remit these charges and assessments directly to the Association or such other party or parties as directed by the Board.

Section 9.02 - Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of The Villages of Green Valley and for the improvement and maintenance of the Association Property and the exterior of the townhouses.

Section 9.03 - Maximum Annual General Assessment: The Board shall establish the maximum annual general assessment per lot prior to the conveyance by Declarant of the first lot to an owner, which shall be effective from January 1 to December 31 of the year in which the conveyance of the first lot is made by Declarant to an owner:

- A. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual general assessment may be increased each year up to and including ten percent (10%) above the maximum annual general assessment for the previous year without a vote of the membership.
- B. From and after January 1 of the year immediately following conveyance of the first lot to an owner, the maximum annual general assessment may be increased above

ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- c. The Board may increase the maximum annual general assessment as provided for in Section 9.14D.

Section 9.04 - Townhouse Assessments: In addition to the annual general assessment, the Board shall assess townhouse units in the manner herein specified, a townhouse assessment to defray the following expenses: (1) exterior maintenance and repairs as provided for in Section 5.01 B and (2) maintenance of private roadways servicing townhouse units as provided for in Section 5.01B.

The Board shall determine all of said maintenance and repair expenses on the basis of at least three (3) independent bids, whenever possible; the bids shall be submitted by reputable contractors or persons in the business of performing said maintenance or repairs. The Board shall select the best bid submitted which need not be the lowest bid price; the Board's determination shall be final and conclusive.

The board shall assess all townhouse units for said maintenance or repairs on a pro rata basis.²⁵

Section 9.05 - Special Assessment for Capital Improvements and Reimbursements: In addition to the annual general assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only which may be amortized over such number of years as the Board may determine for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance or replacement of a capital improvement made pursuant to Section 7.05 above, provided that any such assessment involving a total expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500) shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. In addition, the Board may levy a special assessment against the owner of a lot.

Section 9.06 - Maintenance Funds: The Board shall establish three (3) separate maintenance funds as needed: a General Maintenance Fund, a Townhouse Maintenance Fund and a Special Maintenance Fund into which shall be deposited the monies paid to the Association as hereinafter specified and from which disbursements shall be made in performing the function of the Association under these Restrictions. Funds of the Association must be used solely for purposes related to these areas and improvements owned by the Association or subject by this Master Declaration to maintenance and assessment or for purposes authorized by this Master Declaration as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by any Sub-Association established pursuant to any Supplemental declaration.

- A. General Maintenance Fund. The General Maintenance fund shall consist only of monies collected by the Association as annual general assessments.
- B. Townhouse Maintenance Fund. The Townhouse Maintenance Fund shall consist only of monies collected by the Association or townhouse Sub-Association or Sub-Associations from owners of townhouse units through townhouse assessments.
- C. Special Maintenance fund. The Special Maintenance Fund shall consist only of monies collected by the Association as special assessments.

Section 9.07 - Notice and Quorum for an Action Authorized Under Sections 9.03, 9.04, and 9.05: Written notice of any meeting called for the purpose of taking any action authorized under Sections 9.03, 9.04, and 9.05 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No such subsequent meeting shall be held more than sixty (60) days following the preceding meetings.

Section 9.08 - Payment of Assessment: All assessments due and payable to the Association by the assessed owners (excepting Declarant) may be collected on a monthly, quarterly, or annual basis or in such manner as the Board may designate in its sole and absolute discretion. Both annual and special assessments must be fixed at a uniform rate for all lots. The Association shall upon demand, and for a reasonable charge, furnish a beneficiary a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9.09 - Late Charge and Default: If any assessment assessed to any owner is not paid within fifteen (15) days after it is due, the owner may be required by the Board to pay a late charge of eight percent (8%) of the amount of the assessment or such other amount as the Board may designate from time to time as set forth in the Rules. An assessment payment shall be considered in default if not received by the Association within three (3) days after the due date.

Section 9.10 - Date of Commencement of Annual General Assessments: The annual general assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to an owner. The first annual general assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual general assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual general assessment shall be sent to every owner subject to such assessment if there is a change in the amount of the annual general assessment. The due dates shall be established by the Board.

Section 9.11 - Effect of Non-payment of Assessments; Remedies of the Association: Each owner of any lot shall be deemed to agree to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney for collection of any assessment and any late payment charge attributable thereto, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Master Declaration, or for any other purpose in connection with the breach of this Master Declaration, each owner and member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said owner or member. In the event of a default in payment of any such assessment when due, in which case the assessment shall be delinquent, the Board may then, at its option, declare the whole amount of said assessment due and payable by accelerating the payment of any monthly, quarterly or other periodic installment payment of said assessment. The failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In addition to any other remedies herein or by law provided, the Association may enforce each such

obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an owner or member to enforce the assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the maximum rate permitted by law from the date of delinquency until paid, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent owner or member.

B. Enforcement by Lien. There is hereby created a right of claim of lien, with power of sale, on each and every lot within The Villages of Green Valley to secure payment to the Association of any and all assessments levied against any and all owners of such lots under this Master Declaration, together with interest hereon at the maximum rate permitted by law per annum from the date of delinquency until paid, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or an lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, The Association may elect to file such a claim of lien on behalf of the Association against the lot of the defaulting owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

1. The name of the delinquent owner;
2. The legal description of the lot against which claim of lien is made;
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);
4. That the claim of lien is made by the Association pursuant to this Master Declaration; and
5. That a lien is claimed against said lot in an amount equal to the amount stated.
6. That the claim of Lien will extend to all assessments which become due but are not paid from the date of the filing of the lien to the date of payment of all amounts set forth therein (including interest thereon, reasonable attorney's fees, costs and collection), and that the claim of lien will only be deemed satisfied and released when all such amounts are current.²²

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the lot against which such assessment was levied, as created by this Master Declaration. Such a

lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only

tax liens for real property taxes on any lot, assessment on any lot in favor of any municipal or other governmental assessing unit, and the liens, which are specifically described in Section 9.13 hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the state of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other owners. The Association shall have the power to bid in at any foreclosure

sale and to purchase, acquire, hold, lease, mortgage, and convey any lot. In the event such foreclosure is by action in Court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner, by becoming an owner of a lot in The Villages of Green Valley hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner. Liens established pursuant hereto shall be superior to any liens established by any Sub-Association.

Section 9.12 - No Exemption of Owner: No owner (except Declarant) may exempt himself from liability for payment of assessments by waiver of the use or enjoyment of the Association Property or by the abandonment of his lot.

Section 9.13 - Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9.14 - Mortgage Protection and Additional Assessment as Common Expense: Notwithstanding and prevailing over any other provisions of this Master Declaration, or the Association's Articles or By-laws, or the Rules, the following provisions shall apply to and benefit each holder of a first mortgage upon a lot (called the first mortgagee):

- A. The first mortgagee shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, Rule, Article, or By-law, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.
- B. During the pendency of any proceeding to foreclose the first mortgage, including any period of redemption, the first mortgagee (or receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the owner of the mortgaged lot, including but not limited to the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.
- C. At such time as the first mortgagee shall become record owner of a lot, said first mortgagee shall be subject to all of the terms and conditions of these Restrictions,

including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any owner.

- D. The first mortgagee, or any other party acquiring title to a mortgaged lot through foreclosure suit or through any equivalent proceedings such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title to the mortgaged lot free and clear of any lien authorized by or arising out of any of the provisions of this Master Declaration which secures the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure suit or equivalent proceeding, including the expiration date of any period of redemption, except as follows: Any such unpaid assessment against the lot foreclosed against may be treated as an expense common to all of the lots, which expense may be collected by a pro rata assessment against each of the lots, including the lot foreclosed against and which pro rata assessment may be enforced as a lien against each lot in the manner provided for other assessments authorized in this Master Declaration. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the respective lot to the Association, and the Board shall use reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. There shall be a lien upon the interests of the first mortgagee or other party which acquired title to a mortgaged unit by foreclosure suit or by equivalent procedures for all assessments authorized by this Master Declaration which accrue and are assessed after the date the acquirer has acquired title to the lot free and clear of any right of redemption.

Section 9.15 – Amendment: Amendments to this Article IX shall only be effective upon the vote or written consent of at least sixty seven percent (67%) of the owners of lots in The Villages of Green Valley then entitled to vote. Those owners of lots ineligible to vote shall not be counted in the total when calculating the number of votes required to pass an issue. Such amendment shall be come effective upon its recordation with the Pima County Recorder.

ARTICLE X **ARCHITECTURAL COMMITTEE**

Section 10.01 – Organization: There shall be an Architectural Committee organized as follows:

- A. Committee Composition. The Architectural Committee shall consist of three (3) regular members and two (2) alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board or an officer of the Association.
- B. Alternate Members. In the event of the absence or disability of one or two regular members of said Committee, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.

- C. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee and shall serve until removed or replaced as provided for herein:
 Office No. 1. - MELVIN RITTER, regular member
 Office No. 2. - ANDREW B. KELLY, regular member
 Office No. 3. - J. DAVID HARDEN, JR., regular member
 Office No. 4. - HAROLD M. COLE, alternate member
 Office No. 5. - KEVIN O'BERG, alternate member
- D. Terms of Office. The initial members of the Architectural Committee shall hold office until such time as they have resigned or been removed or their successor has been appointed as provided herein. Members who have resigned or been removed may be reappointed.
- E. Appointment and Removal. At any time prior to December 31, 1988, that Declarant is the owner of at least ten percent (10%) of the aggregate of lots within The Villages of Green Valley, including lots annexed pursuant to Section 2.03 hereof, Declarant shall have the right to appoint and remove all members of the Architectural Committee. At all other times the Board shall have the right to appoint and remove all members of the Architectural Committee.
- F. Resignations. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or the Board, whichever then has the right to appoint Committee members.
- G. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular or alternate member.

Section 10.02 – Duties: It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans and specification submitted for its approval pursuant to Article III, (Sections 3.01, 3.03, 3.04, 3.09, 3.10, 3.14, 3.16, 3.22, 3.23, and 3.26), inspect all construction in progress to assure its conformance with plans approved by it, approve all landscaping on lots, including but not limited to, the use of rocks, gravel and other artificial landscaping, make approvals under section 5.01 C6, approve the site location of all structures to be built on lots, perform such other duties as from time to time shall be assigned to it by the Board, adopt Architectural Committee Rules, and carry out all other duties imposed upon it by this Master Declaration.

- A. Approval in Writing of Plans. All building or construction plans for any building, wall, fence or other structure whatsoever to be erected on or moved upon any lot, and the proposed location thereof on any lot and any changes after approval thereof, and any remodeling, reconstruction, alteration or addition to any building or other structure on any lot shall be subject to approval in writing by the Architectural Committee.
- B. Review of Proposed Construction. The Architectural Committee shall review and approve or disapprove all plans and specifications submitted to it for any proposed construction, improvement, alterations or additions solely on the basis

of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and The Villages of Green Valley as a whole. Said plans and specifications shall be disapproved if the construction, improvements, alterations or additions contemplated thereby in the locations indicated would be detrimental the appearance of The Villages of Green Valley or the proposed structure or improvements would not be in harmony with the surrounding structures or improvements or the upkeep and maintenance thereof would become an economic burden on the Association. Among other considerations, the Architectural Committee shall take into account the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The decision of the Architectural Committee with regard to the foregoing shall be final and conclusive. The Architectural Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the owner submitting the same to grant appropriate easements to the Association for the maintenance thereof, or to reimburse the Association for the cost of maintenance, or all three, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Committee may also issue Rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated, provided that in no event shall such fee exceed Fifty Dollars (\$50.00). The Architectural Committee may require such details in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans elevation drawings, and descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, it may postpone review of any plan submitted for approval. In the event the Architectural Committee fails to approve or disapprove such design plans or specifications within thirty (30) days after said plans and specifications have been submitted to it and no action has been instituted to enjoin the doing of the proposed work, approval will not be required and this provision will be deemed to have been complied with.

Section 10.03 - Meetings and Compensation: The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the committee, except the granting of variances pursuant to Section 10.08. In the absence of such designation, the vote of any two (2) members of the Architectural Committee taken without a meeting shall constitute an act of the Committee, unless the unanimous decision of the Architectural Committee is required by these Restrictions. The Architectural Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. The members of the Architectural

Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 10.04 - Architectural Committee Rules: the Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules". Said Rules shall interpret and implement these Restrictions by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finished and materials and similar features which are recommended for use in The Villages of Green Valley.

Section 10.05 - No Waiver of Future Approvals: The approval of the Architectural Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 10.06 - Inspection of Work: Inspection of work and correcting of defects therein shall proceed as follows:

- A. Upon the completion of any work for which approved plans are required under this Article X, the owner or builder shall give written notice of Completion to the Architectural Committee.
- B. Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the owner or builder in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance, and shall require the owner or builder to remedy the same.
- C. If upon the expiration of thirty (30) days from the date of such notification the owner or builder shall have failed to remedy such non-compliance, the Committee shall notify the board in writing of such failure. Upon notice and hearing, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the owner or builder shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the owner or builder does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the owner or builder shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the owner or builder to the Association, the Board shall levy an assessment against such owner or builder for reimbursement pursuant to Section 7.05A and Article IX.
- D. If for any reason the Architectural Committee fails to notify the owner or builder of any non-compliance within thirty (30) days after receipt of said written notice of

completion from the owner or builder, the improvement shall be deemed to be in accordance with said approved plans.

Section 10.07 - Non-Liability of Architectural Committee Members: Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of: (1) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (3) the development of any property within The Villages of Green Valley; or (4) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member of the Architectural Committee, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 10.08 – Variances: The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Master Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the Office of the County Recorder for the County of Pima, State of Arizona. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Master Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the owner's or builder's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 – Term: The covenants, conditions and restrictions of this Master Declaration shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each, unless revoked or amended as provided for in Section 11.02.

Section 11.02 – Amendment:

A. By Declarant. Until completion, the provisions of this Master Declaration may be amended only by Declarant. Any amendment hereunder shall be effective only upon recordation with the Pima County Recorder of an instrument in writing signed and acknowledged by Declarant setting forth the amendment. Any amendment required by the Commissioner of the State Real Estate Department

of the State of Arizona or other governmental entity having or exercising jurisdiction over The Villages of Green Valley shall be effective upon recordation with the Office of the Recorder for the County of Pima, state of Arizona, of:

1. An instrument in writing signed and acknowledged by Declarant setting forth the amendment, and
2. An instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment is required by the Commissioner of the State Real Estate Department of the State of Arizona as a condition to the sale of lots in The Villages of Green Valley.

B. By Owners. After completion, and except as provided in Sections 7.08, 9.15 and 11.05, the provisions of this Master declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least sixty-seven percent (67%) of the owners in The Villages of Green Valley and such an amendment shall be effective upon its recordation with the Pima County Recorder.

Section 11.03 - Enforcement and Non-Waiver:

- A. Enforcement. Except as otherwise provided herein, the Association, or any owner shall have the right to enforce these Restrictions.
- B. Pre-requisites to Litigation. In the event of a dispute between an owner, and the Board of Directors, the Association, the Developer or Declarant, the complainant owner, as an absolute condition precedent to instituting a legal action against respondent must first serve notice in writing on respondent in the manner hereinafter provided, advising him of the alleged grievance, the action or results desired and a date and time convenient for a meeting; the respondent shall have a minimum of thirty (30) days from receipt of said notice in which to schedule a meeting for the purpose of arriving at a settlement of the controversy with complainant. The Association, Declarant or Developer may maintain an action against any owner or member for any violation of these Restrictions without the condition precedent stated above first being satisfied.
- C. Violations and Nuisances. Every act or omission whereby any provision of this Master Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association, or any owner or group of owners of lots within The Villages of Green Valley. However, any other provision to the contrary notwithstanding, only Declarant, Developer, the Association, the Board, or the duly authorized agents of any of them, may enforce by self- help any of the provisions of this Master Declaration, provided only if such self-help is preceded by reasonable notice to the owner.
- D. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within The Villages of Green Valley is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth herein.
- E. Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

E. Non-Waiver. Failure by Declarant, the Board, the Association or by any owner to enforce any of the provisions of these Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of these Restrictions.

Section 11.04 – Easements: Declarant expressly reserves for the benefit of all property which may from time to time be covered by this Master Declaration, reciprocal easements of access, ingress and egress. Such easements may be used by Declarant, its agents, successors or assigns, and all owners, their guests, tenants and invitees for pedestrian walkways, vehicular access, and such other purposes reasonably necessary to the use and enjoyment of a lot and recreational and common areas.

Section 11.05 - Mortgage Protection: Notwithstanding any other provision of this Master Declaration, no amendment of this Master Declaration shall operate to defeat and render invalid the rights of the beneficiary under any Deed of Trust or mortgage upon a lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Deed of Trust or mortgage such lot shall remain subject to this Master Declaration, as amended.

Section 11.06 Construction:

- A. Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of The Villages of Green Valley. This Master Declaration shall be construed and governed by the laws of the State of Arizona.
- B. Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph A, each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
- C. Rule Against Perpetuities. In the event 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 periods of time shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Arizona.
- D. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- E. Captions. All captions and titles used in this Master Declaration are intended solely for convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.

Section 11.07 - Savings Clause and Exemption of Declarant: Notwithstanding anything herein to the contrary, Declarant shall have the full and complete authority to perform such acts, which it deemed necessary for the development and sale of lots within The Villages of Green Valley. Although Declarant may contribute to the maintenance of the recreational and common areas, it is understood that Declarant is not and shall not be held liable for the payment of any assessment provided for in this Master Declaration by virtue of its ownership of lots within The Villages of Green Valley and that Declarant's failure to pay said assessments shall not give rise to any right of imposing any lien or encumbrance upon lots owned by Declarant as security for the payment of said assessment.

Section 11.08 - Approvals Reserved Herein By Declarant or Developer: Notwithstanding anything contained herein to the contrary, any approvals reserved in this Master Declaration by Declarant or Developer shall not be required after the close of sale of the last lot in The Villages of Green Valley.

Section 11.09 - Delivery of Notices and Documents: Any written notice or other documents relating to or required by this Master Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association: President, The Villages of Green Valley Homeowner's Association, Inc., 400 San Ignacio, Green Valley, Arizona 85614; if to an owner, to the address of any lot within The Villages of Green Valley, owned in whole or in part, by him or to any other address last furnished by an owner to the Association; and if the Declarant: CRA Associates, 2127 East Speedway, Tucson, Arizona 85719¹⁵, provided however, that any such address may be changed at any time by the party concerned by delivering written notice of change of address to the Association. Each owner of a lot shall file the correct mailing address of such owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 11.10 - Binding Effect: By acceptance of a deed or acquiring any ownership interest in any of the property included within this Master Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Master Declaration and any amendments thereof.

In addition, each such person by so doing thereby acknowledges that this Master Declaration sets forth a general scheme for the property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Master Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, Declarant has executed this Master Declaration the day and year first above written.

DECLARANT

CRA DEVELOPMENT CO., INC., AN ARIZONA CORPORATION. By: Melvin Ritter,
President

ATTEST

J. David Hardin, Jr., Secretary

RATIFIED AND APPROVED

1. PIMA SAVINGS & LOAN ASSOCIATION, A CORPORATION, By: Larry A. Brown,
President

2. PIMA SERVICE CORPORATION, A CORPORATION, By: Larry A. Brown,
President
3. UNION BANK, A CORPORATION, By: Thomas Patrick Griffin, Vice President

NOTE: All above signatures notarized on original document.

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 10, Block 2; Lots 12 through 17, Block 3; Lots 1 through 25, Block 4: Lots 1 through 17, Block 5 and Block 35 (including lots 1 through 44 and common area) being a portion of a subdivision known as COLON IA DE LOS ALAMOS, according to the Map of Record in the Pima County Recorder's Office in Book 26 of Maps and Plats, at Page 9.¹⁶

Lot 1, Block 7; Lots 1 through 18, Block 9: Lots 1 through 21, Block 19; Lots 1 through 32, Block 36; Lots 1 through 28, Block 38, Lots 1 through 26, Block 39; and Block 43 being a portion of a subdivision of Pima County, State of Arizona, platted under the subdivision name of Colonia De Los Alamos and commonly known as The Villages of Green Valley, according to the plat thereof recorded in Book 26 of Maps and Plats, at page 9, in the office of the County Recorder of Pima County, Arizona.¹⁷

Lots 4 through 11 of Block 3; lots 1 through 25 Block 6; lots 33 through 72 of Block 36; and lots 1 through 14 of Block 10, being a portion of a subdivision of Pima County, State of Arizona, platted under the subdivision name of Colonia De Los Alamos and commonly known as The Villages of Green Valley, according to the plat thereof recorded in Book 26 of Maps and Plats, at page 9, in the office of the County Recorder of Pima County, Arizona.¹⁸

Lots 2 through 28 inclusive of Block 7, Lots 1 through 31 inclusive of Block 8, Lots 19 through 33 inclusive of Block 9, Lots 17 through 25 inclusive of Block 28, Lots 20 through 22 inclusive of Block 30, Lots 1 through 20 inclusive and common area of Block 37, and lots 1 through 22 inclusive and common area of Block 40 of COLONIA de LOS ALAMOS subdivision, according to the map or plat thereof of record in the office of the county Recorder for Pima County, Arizona in Book 26 of Maps and Plats at Page 9 thereof.¹⁹

Lots 1 through 20 inclusive of Block 1, Lots 11 through 27 inclusive of Block 2, and Lots 1 through 3 inclusive and 18 through 21 inclusive of Block 3, of COLONIA de LOS ALAMOS subdivision, according to the map or plat thereof of record in the office of the County recorder for Pima County, Arizona in Book 26 of Maps and Plats at page 9 thereof.²⁰

Block 43 and Block 44 of Colonia de Los Alamos subdivision, according to the map or plat thereof of record in the Office of the Recorder for Pima County, Arizona, in Book 26 of Maps and Plats at Page 9 thereof, excepting an easement by CRA Associates, for itself, its successors and assigns, across any portion of Block 43 and Block 44 for ingress and egress for the purpose of construction and maintenance of townhouses, single family residences, patio walls and other related structures erected or to be erected on lots adjacent or in close proximity to Block 43 or Block 44.²⁶

Master Declaration of CC&R Footnotes and Amendment History

- ¹Sections 1.21.1, 1.21.2, and 1.21.3 added by First Amendment dated 25 July 1979
- ²Modified by First Amendment dated 25 July 1979
- ³Modified by First Amendment dated 25 July 1979
- ⁴Modified by First Amendment dated 25 July 1979
- ⁵Section 1.39 added by First Amendment dated 25 July 1979
- ⁶Modified by First Amendment dated 25 July 1979
- ⁷Modified by First Amendment dated 25 July 1979
- ⁸Section 4.01.1 in its entirety added by First Amendment dated 25 July 1979
- ⁹Original paragraphs A and B deleted by Third Amendment dated 29 June 1989, except for “grandfather” purposes
- ¹⁰New paragraphs A and B added by Third Amendment dated 29 June 1989
- ¹¹Section 4.04 added by First Amendment dated 25 July 1979 Association common area if such responsibility is that of the Sub-Association concerned
- ¹²Section 7.03(G) added by Second Amendment dated 27 April 1989
- ¹³Section 7.05(C)(5) added, with necessary punctuation changes by Fourth Amendment dated 29 April 1991
- ¹⁴Section 7.08 revised by Amendment 5 dated 16 December 1991
- ¹⁵Per un-numbered Amendment dated 1 December 1983
- ¹⁶In original document
- ¹⁷Per Notice of Addition of Territory (Phase III) dated 17 March 1978
- ¹⁸Per Notice of Addition of Territory (Phase II) dated 13 February 1978
- ¹⁹Per Notice of Addition of Territory (Phase IV and Model Area) as further defined by Exhibit II and Exhibit III of same dated 1 December 1983
- ²⁰Per Notice of Addition of Territory (Phase III1/2) dated 1 December 1983
- ²¹Modified by Amendment 6 dated 30 May 2001
- ²²Paragraph 9.11(B)(6) added by Amendment 6 dated 30 May 2001
- ²³Subsequent Para. 5.01(E) Insurance deleted by Amendment 7 dated 8 December 2005
- ²⁴Subsequent Para. 7.04(E)(3)Townhouse Insurance deleted by Amendment 7 dated 8 December 2005.
- ²⁵Paragraph 9.04 modified by Amendment 7 dated 8 December 2005.
- ²⁶Per Quit Claim Deed dated December 3, 1983.