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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREENVIEW HOMEOWNERS ASSOCIATION**

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Dated March 20, 2025

**AMENDED AND RESTATED DECLARATION OF
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Recitals

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for **Greenview Homeowners** Association is made this 23rd day of May, 20225, by **GREENVIEW HOMEOWNERS ASSOCIATION** (the "Association").

WHEREAS, the Association represents Owners of certain Property in Maricopa County, Arizona, which is more particularly described as (the "Property"):

Lots 31 through 80 inclusive, and Tracts B and C, of Sun City West Unit 29, a sub-division recorded in Book 304 of Maps, Page 23 in the Office of Maricopa County, Arizona Recorder.

WHEREAS, the Association and the Property is subject to the Declaration of Covenants, Conditions and Restrictions recorded on the 25th day of September 1986 in No. 86 578891 in Maricopa County, together with amendments recorded in No. 20120293213 (the "Existing Declaration").

NOW THEREFORE, this Amended and Restated Declaration of Covenants, Conditions and Restrictions upon recordation, amends, supersedes and replaces in its entirety the Association's Existing Declaration. The Association hereby declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, all of which are for the purpose of enhancing and protecting

the value, desirability and attractiveness of the Property. The conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens 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 the Association, its successors in interest, each Owner and his or her respective successors in interest.

ARTICLE ONE

Definitions

- Section 1.1 "Association" shall mean and refer to GREENVIEW HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, its successors and assigns.
- Section 1.2 "Board of Directors" shall mean and refer to the governing body of the Association.
- Section 1.3 "Rec Centers" shall mean and refer to RECREATION CENTERS OF SUN CITY WEST, INC., an Arizona non-profit corporation, its successors and assigns.
- Section 1.4 "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.
- Section 1.5 "Recreation Facilities" shall mean all real Property (including the improvements thereto) owned by Rec Centers for the common use and enjoyment of the Sun City West Property Owners.
- Section 1.6 "Single Family" shall mean a group of one (1) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not also related, who maintain a common household in a Dwelling Unit.
- Section 1.7 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title in fee simple (or legal title if equitable title has merged) or any Lot which is a part of the Properties. Owner shall not include a person or entity having an ownership interest merely as security for the performance of an obligation. Lots where the fee simple title is vested, of record, in a Trustee pursuant to a Deed of Trust, shall be considered as having legal title vested in the Trustor.

- Section 1.8 "Property" shall mean and refer to that certain real Property hereinbefore described as subject to this Declaration.
- Section 1.9 "Visible from Neighboring Property" shall mean, with respect to any given object, visible to a person six (6) feet tall, standing on any part of neighboring Property at an elevation no greater than ground level where the object is located (assuming the ground level where the person is standing is at the same height as the ground level where the object is located).
- Section 1.10 "Architectural Control Committee" shall mean the Committee created pursuant to Article Six hereof appointed by the Board of Directors.
- Section 1.11 "Building" shall mean and refer to duplexes, which includes both halves of the structure.
- Section 1.12 "Dwelling Unit" shall mean and refer to one-half (1/2) of a duplex.
- Section 1.13 "Lot" shall mean and refer to the numbered Lot shown upon a recorded subdivision map of the properties in Book 304 of Maps, at Page 23, Records of Maricopa County, Arizona.
- Section 1.14 "Common Area" shall mean all real Property identified as Tracts B and C above owned by the Association for the use and enjoyment of its members. Said Property shall be used exclusively for the common use and enjoyment of the members of the Association.

ARTICLE TWO

Property Rights

- Section 2.1 Owner's Easement of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area of this Property and to the Recreation Facilities, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- a. The right of Rec Centers to:
 1. Establish uniform Rules and Regulations pertaining to the maintenance and upkeep of the Recreation Facilities and to amend Rec Center's Articles of Incorporation, Bylaws or its published Rules and Regulations after due notice.

2. Charge reasonable admission and other special use fees for the use of any facility situated upon the Recreational Facilities.
3. Close or limit the use of the Recreational Facilities while maintaining, repairing and/or remodeling the same.
4. Impose late charges, interest and collection expenses and suspend voting rights for nonpayment of Rec Centers dues/assessments during any period which any assessment against the Owner's Lot remains unpaid, or to impose the same sanctions or monetary penalties for other breaches of this Declaration or the Rec Center's Articles of Incorporation, Bylaws or published Rules and Regulations.

b. The right of the Association:

1. To levy assessments and establish uniform Rules and Regulations pertaining to the maintenance and upkeep of the Common Area, Buildings and architectural control, and to amend the Association's Bylaws or its published Rules and Regulations after due notice.
2. The right of the Association to impose late charges, interest and collection expenses and suspend voting rights for non-payment of assessments during any period which any assessment against the Owner's Lot remains unpaid, or to impose the same sanctions or monetary penalties for other breaches of this Declaration or the Association's published Rules and Regulations.

Section 2.2 Waiver of Use. No Owner may exempt himself/herself from personal liability for assessments and/or other charges/fees that may be duly levied by the Association or the Rec Centers, nor release the Lot owned by him/her from the liens and charges hereof by abandonment of said Lot, waiver or non-use of the Lot or by the delegation of the right to use the Lot, Common Area and/or Recreation Facilities.

Section 2.3 Leasing Restrictions. No Owner of a Lot shall rent or lease such Lot, provided that any Owner, as of April 9, 2012, the date of adoption of this provision, may rent or lease his/her/their Lot, except that such right to rent or lease the Lot shall terminate upon the transfer of title of the Lot by the person(s) who are Owners at the time of adoption of this provision.

Each Owner of a Lot that is being rented or leased shall provide the Board of Directors with documentation of each such existing tenancy within thirty (30) days of adoption of this provision or the date of commencement of the tenancy, whichever is earlier, and thereafter with documentation of each tenancy. Such documentation shall include the names and telephone numbers of the tenants and the term of tenancy. It shall be the responsibility of Owner(s) to provide the tenants with current copies of the Declaration of Covenants, Conditions and Restrictions, Bylaws and Rules and Regulations and amendments thereto. Tenants shall be required to follow all provisions of the Greenview HOA governing documents.

The Board of Directors may permit a Lot Owner to lease his/her Lot for a reasonable period of time whenever, in its opinion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause.

- Section 2.4 Age Restrictions. Sun City West is an age-restricted community subject to the federal Housing for Older Persons Act of 1995, as amended, and the Arizona Fair Housing Act. As such, residency in Dwelling Units in Sun City West is subject to the following restrictions and qualifications:
- a. One (1) person residing in each Sun City West Residential Unit must be at least fifty-five (55) years of age.
 - b. No person under nineteen (19) years of age shall be permitted to reside in any Residential Unit.
- Section 2.5 No Right of Partition. The right of partition or to seek partition shall not be available to any person, partnership, association or corporation owning any interest of any kind whatsoever in any Lot, nor to all or any portion of the Common Area.
- Section 2.6 Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner. No portion less than an entire Lot, nor any easement or interest in such Lot, shall be conveyed or transferred by any Owner. No Owner shall combine more than one Lot.

ARTICLE THREE
Recreation Centers of Sun City West

Section 3.1 Membership in Rec Centers.

- a. Eligibility for Membership. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Rec Centers and shall remain a member of the Rec Centers until such time as his or her ownership ceases for any reason, at which time his or her membership in the Rec Centers shall automatically cease. Ownership of a Lot shall be the sole qualification and criteria for membership as an Owner member, but there are other categories of Rec Centers card holders that can permit facility use. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

- b. Number of Members. Each record Owner of each Lot shall be entitled to one (1) membership in Rec Centers, which membership shall be subject to payment of Rec Center assessments and all the provisions of the Rec Centers Articles of Incorporation, Bylaws, policies, Rules and Regulations, and these restrictions, as now in effect or duly adopted or amended. Membership in the Rec Centers shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

- c. Transfer of Membership. Membership in the Rec Centers shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Rec Centers. Rec Centers shall record the transfer upon its books and issue a new membership to the purchaser(s) and thereupon the old membership outstanding in the name of the seller(s) shall be null and void.

- d. Resident Activity Cards. Additional Rec Centers activity cards may be purchased for non-titleholder members of the "single family" of an Owner actually residing in the Dwelling Unit, which cards will entitle the holder to use of Rec Center facilities without the right to actual voting membership in Rec Centers. Such activity cards shall be limited to persons nineteen (19) years of age or older.
- e. Renter Activity Cards. Renter activity cards may be issued for any unit which shall entitle holders thereof to use of Rec Centers facilities. The number of renter activity cards issued for any Dwelling Unit may not exceed the number of paid annual memberships for titleholders of the Dwelling Unit, unless an activity card fee is paid for each additional card which equals the current annual assessment. Persons eighteen (18) years of age or younger shall not be entitled to a renter activity card. Rec Centers may charge such additional fees per renter activity card as it deems necessary to cover its cost of administration and issuance of said cards.
- f. Voting Suspension. In the event any Owner is in arrears in the payment of any amount due the Rec Centers for a period of thirty (30) days, or shall be in default in the performance of any provision of this Declaration or the Rules and Regulations of Rec Centers for a period of thirty (30) days, that Owner's right to vote as a Member of Rec Centers and to use the Rec Centers facilities shall be suspended and shall remain suspended until all payments are brought current.

Section 3.2 Covenant for Assessments.

- a. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acquiring an ownership interest therein, whether or not it shall be so expressed in the conveying document, is deemed to covenant and agree to pay to Rec Centers: (1) Annual Assessments and (2) Special Assessments as established and authorized by Rec Centers Governing Board. Assessments shall be uniform among Owners. Additional fees may be charged for use of certain facilities, such as bowling and golf, as provided in the Rec Centers Bylaws and/or Master Agreement. Rec Centers also imposes an Asset Preservation Fee on a purchaser/transferee in an amount determined by the Governing Board, due on the transfer of title, as set forth in the Rec Centers Bylaws and policies.

The Annual Assessment and Special Assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the Lot and shall constitute a continuing servitude and

lien with power of sale upon the Lot against which each such assessment is made. The lien may be enforced by foreclosure of the lien on the defaulting Owner's Lot by Rec Centers. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each such Annual Assessment and Special Assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

- b. Purpose of Annual Assessment. The Annual Assessment levied by Rec Centers shall be used exclusively to promote the health, safety and general welfare of the residents of Sun City West, and for the improvements, operations and maintenance of the Recreation Facilities. The Annual Assessment shall cover the costs of operating and maintaining Rec Centers' properties, facilities, activities, landscaping, Common Areas, costs of additional improvements, taxes and insurance, as may from time to time be authorized by Rec Centers Articles of Incorporation and Bylaws.
- c. Establishment of Annual Assessment. Each Owner covenants for him/herself and his/her heirs, successors and assigns, that his/her Lot shall be subject to an Annual Assessment, in an amount to be determined by Rec Centers, as permitted by this Declaration, a recorded Facilities Agreement, the Articles of Incorporation and the Bylaws of Rec Centers. The amount to be prorated among the Members of Rec Centers shall be established annually by the Governing Board of Directors, in accordance with the Rec Centers Articles of Incorporation and Bylaws.
- d. Annual Assessment. The amount of the Annual Assessment may be increased or decreased by Rec Centers in accordance with its Articles of Incorporation and Bylaws, but shall be determined with the objective of fulfilling Rec Centers' obligations under this Declaration, and the Articles and Bylaws of Rec Centers, and providing for the uses and purposes specified therein.
- e. Special Assessments. In addition to the Annual Assessment authorized above, in any assessment year, Rec Centers may levy against any Lot within Sun City West a Special Assessment, for the

purpose of defraying, in whole or in part, the cost of any repair, replacement or addition of improvements to or upon the Recreation Facilities, provided that any such Special Assessment shall have the affirmative vote of the Members of the Rec Centers as may be required by the Rec Centers Bylaws.

- f. Uniform Rate of Assessments. The Annual Assessment must be fixed at a uniform rate per titleholder for all Lots and may be collected on a yearly basis. Special Assessments must be fixed at a uniform rate for all Lots and may also be collected on a monthly or yearly basis.
- g. Facilities Agreement: Annual Assessment Period. Each Owner shall execute and require successive Owners to execute a Recreation Centers of Sun City West Recreation Facilities Agreement, which shall be binding upon and inure to each Owner's assigns and successors. Owner and all persons residing on said Lot shall abide by the Articles of Incorporation and Bylaws of Rec Centers and any amendments thereto. The annual assessment shall be due and payable in advance each year by each Owner on or before the Owner's Rec Centers membership anniversary date. Membership begins on the day of closing of escrow of the purchase of a Lot.
- h. Effect of Nonpayment of Annual Assessment and Special Assessments: Remedies of Rec Centers. The Rec Centers assess a late fee of ten percent (10%) of the annual amount due if not paid in thirty (30) days. Rec Centers may bring, without electing a remedy, any and all actions and seek any and all relief against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. In any action taken against an Owner to collect delinquent annual assessments and special assessments, whether through lien foreclosure or otherwise, the Owner shall be obligated to pay, in addition to any and all other amounts required herein, all costs and all attorneys' fees incurred by Rec Centers in such action.
- i. Subordination of the Lien to Mortgages. The lien of the Annual Assessment and Special Assessment provided for herein shall be subordinate to the lien of any First Mortgage or first deed of trust. The sale or transfer of any Lot pursuant to a First Mortgage foreclosure or a first deed of trust sale shall extinguish the lien only as to such Annual Assessment and/or Special Assessments that have accrued up to the date of such sale or transfer. No sale or transfer shall relieve the new Owner from liability for any Annual

Assessment or Special Assessment thereafter becoming due or from the lien thereon.

ARTICLE FOUR The Association

- Section 4.1** Membership. Every Owner of a Lot which is subject to this Declaration shall be a member of the "Association". Membership shall be appurtenant and may not be separated from ownership of any Lot. Non-title holder occupants, including renters, shall not be members of the Association. Each Owner of a Lot covenants and agrees to pay a monthly assessment which is due on the first day of each month. The Association will impose a late charge of five percent (5%) of the amount of each monthly assessment if the Owner does not pay the monthly assessment within fifteen (15) days after the due date. The Association will impose interest of twelve percent (12%) per annum, if the Owner does not pay the monthly assessment within thirty (30) days after the due date.
- Section 4.2 Purpose of Association. The Association is an Arizona non-profit corporation which will serve as the governing body for all Owners and members for the ownership, protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Area, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, maintenance of the Properties and Buildings located thereon for their intended use and other matters as provided in this Declaration, the Articles of Incorporation, Bylaws and Association Rules and Regulations. The Association shall not be dissolved, nor shall it dispose of Common Areas by sale or otherwise.
- Section 4.3 Board of Directors. The Association shall be governed by a Board of Directors which shall consist of not less than three (3) persons who shall be an Owner of a Lot(s) covered by these restrictions.
- Section 4.4 Voting. For purpose of voting, each Lot shall constitute one (1) voting unit, it being understood that the Owners of each Lot shall be entitled to one (1) vote among them, regardless of the number of persons who may own such Lot.

Section 4.5 Rights and Duties of Association. The Association, through its Board of Directors, shall have the following rights and powers with respect to each Owner and to the Common Area:

- a. To provide for the construction of additional common facilities, from time to time, as in their discretion appears to be in the best interest of the Owners and the properties and as shall not be inconsistent with this Declaration. Any such construction, improvements or additions shall be authorized by a majority vote of the members of the Association at a duly called meeting at which a quorum is present.
- b. To insure, and keep insured, all Buildings, as well as improvements on the Common Area, and the Owners thereof, against loss from fire or other casualty, and to purchase same and such other insurance as the Board of Directors may deem advisable.
- c. To pay taxes and assessments levied and assessed against real Property, and such equipment and tools, supplies and other personal Property as are owned by the Association for the common benefit of all Dwelling Unit Owners.
- d. To pay for insurance, water, sewer, electricity and other utilities and expenses applicable to the Common Area and to the Lots as shall be determined by vote of the Association.
- e. To repair and replace common facilities, machinery and equipment as is necessary and convenient, in the discretion of the Board of Directors.
- f. To provide for the construction of additional common facilities, from time to time, as in their discretion appears to be in the best interest of the Owners and the properties and as shall not be inconsistent with this Declaration. Any such construction, improvements or additions shall be authorized by a majority vote of the members of the Association at a duly called meeting at which a quorum is present.
- g. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the Owners of Lots for violations of the Covenants herein contained on the part of the Owners to be performed, or for violation of the Rules hereinafter referred to.
- h. To protect and defend the Property from loss and damage by suit or otherwise.
- i. To employ and dismiss workmen, maids, janitors, gardeners, lawyers, accountants and any others necessary to carry out the rights and powers herein granted and to purchase supplies and equipment, to enter into contracts and generally to have the powers of managers in

connection with the matters hereinabove set forth, except that the Board of Directors, or any other officer elected thereby, may not encumber or dispose of the interest of any Owner except in order to satisfy a judgment against such Owner for violation of the Owner's Covenants imposed by these restrictions.

- j. To make and enforce reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the Owners when a majority of the Board of Directors has approved them by vote or in writing. A copy of such rules and all amendments shall be delivered to each Lot Owner.
- k. To create an assessment fund into which the Board of Directors shall place all sums collected by assessments or otherwise, the assessment fund to be used and expended for the purpose herein set forth.
- l. To render to the Owners annual statements of receipts and expenditures.
- m. To appoint officers and agents to carry out the business of the Association.
- n. To enter into or renew agreements with persons or firms to manage the Common Area only and carry out the rights and powers herein granted to the Board of Directors.
- o. To enter upon and inspect any Lot or improvements thereon, except for the interior portions of any completed improvements, to determine if the improvements are in compliance with this Declaration. Any such persons shall not be deemed guilty of trespass by reason of such entry.
- p. Contractual Agreements. The Board of Directors, by a majority vote, may delegate a representative(s) to negotiate and represent the Association in the process of securing an agreement obligating the Association's financial and physical resources. All contractual authority to representatives, granted by a majority vote of the Board of Directors, will be limited to a one-time singular authorization. All contracts will be limited to two (2) years. Pursuant to Article 4, Section 4.5 and ARS 103845, all contractual agreements between the Association and others shall be in writing, dated, signed and approved by a majority vote of the Board of Directors.
- q. Retention and Annual Examination of Contractual Agreements. All original contractual agreements shall be retained at the Association's principal office or at the office of its statutory agent for a period of seven (7) years pursuant to ARS 10-11601. The Board of Directors should establish and adhere to procedures for ensuring the safe and rapid recovery of all Association contracts. Any member of the Association

may view the contracts between the Association and its contractors at any time upon submitting a written request. This person must report to the Board of Directors their conclusions within sixty (60) days of inspection.

Section 4.6 Articles and Bylaws. The manner in which the Association holds meetings and attends to other corporate formalities shall be controlled by the provisions of the Bylaws, the Articles of Incorporation, and this Declaration. In the event of any dispute or disagreement between any Owners or any other persons subject to this Declaration relating to the properties, this Declaration shall control.

Section 4.7 Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, every director, officer, or committee member of the Association shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association may in the discretion of the Board of Directors be indemnified by the Association.

Section 4.8 Common Area Damage. In the event that any of the Common Area improvements are destroyed through the negligent or culpable act of an Owner or any guests, agents, or members of his family, such Owner does hereby irrevocably authorize the Association to repair said damaged area or element and the Board of Directors shall so repair said damaged area or element. The culpable Owner shall then repay the Association in the amount actually expended for said repairs, as follows:

- a. Each Lot Owner agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, the amount owed by said Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.
- b. Each such Owner, by his acceptance of a deed to a residence Lot hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner for the collection of such charges by all methods available for the enforcement thereof.
- c. In the event of a dispute between an Owner and the Association with respect to the cause of damage or to the extent of repairs necessitated with respect to the cost thereof, then the dispute shall be submitted to the Department of Real Estate for resolution under ARS 32-2199.01. The parties shall each bear one-half the cost of any filing fee under ARS 32-2199.01 C.

- Section 4.9 That for the purpose of enforcing the terms of this Article, the Association is hereby granted a lien against the interest of any Owner of any Lot, his heirs, executors, administrators or assigns, to secure the faithful performance of each and every term and condition set forth herein and in the event of non-performance or default by any such Owner, the lien against the interest of such Owner in said Lot may be foreclosed by the Association in the same manner as a realty mortgage and that any redemption thereafter shall, nevertheless, be subject to the lien herein created as to other or future events or non-performance or default; provided, however, it is specifically understood and agreed that any lien herein created or which at any time accrues by virtue of the provisions hereof and the terms hereof, shall at all times be subordinate and inferior to the lien and the terms and conditions of any bona fide first mortgage or first deed of trust in which a lending institution is the lien holder, whether such first mortgage or first deed of trust be now in existence or be hereafter made and placed against all or any portion of the described premises and the improvements thereon. It is the intention that the lien herein created shall be secondary and subordinate to any such bona fide first mortgage lien or deed of trust regardless of the time such mortgage lien or first deed of trust is placed of record.
- Section 4.10 The holder of a first mortgage or first deed of trust of any Lot is, upon written request, entitled to written notification from the Association of any default by the mortgagor of that residential Lot in the performance of such mortgagor's obligations under this Declaration of Restrictions, or any other rules or regulations made pursuant thereto which are not cured within thirty (30) days.
- Section 4.11 Any holder of a first mortgage or first deed of trust which comes into possession of the residential Lot covered by that mortgage or deed of trust pursuant to the remedies provided in the first mortgage or first deed of trust or foreclosure of the first mortgage or first deed of trust, shall take the Property free of any claims for unpaid assessments or charges from the Association against the mortgaged Lot which accrued prior to the time such holder comes into possession of the Lot. However, said Lot is not exempt from claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges, to all Lots including the mortgaged Lot.

ARTICLE FIVE Permitted Uses and Restrictions on Use

- Section 5.1 Single Family Residential Use. All Lots shall be used, improved and devoted exclusively to Single Family residential use. No gainful occupation, profession, trade or other non-residential use shall be conducted thereon except as provided for in Section 5.2 below.
- Section 5.2 Trade or Business. No trade or business may be conducted on any Lot or in or from any Dwelling Unit, except that an Owner or Resident may conduct a business activity in a Dwelling Unit so long as:
- a. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit;
 - b. The business activity is a legal activity and conforms to all applicable zoning ordinances or requirements for the Property;
 - c. The business activity does not involve persons, clients or customers coming to the Lot or Dwelling Unit or the door-to-door solicitation of Owners or other Residents at the Property;
 - d. The use of the Dwelling Unit for trade or business in no way destroys or is incompatible with the residential character of the Dwelling Unit or the Property;
 - e. The trade or business must be conducted only inside the Dwelling Unit and may not involve the viewing, purchasing or taking delivery of goods or merchandise at, to, from or in any Dwelling Unit;
 - f. The trade or business shall be conducted by a Resident or Residents of the Dwelling Unit;
 - g. No more than twenty percent (20%) of the total floor area of the Dwelling Unit may be used for trade or business;
 - h. The Dwelling Unit used for trade or business shall not be used as a storage facility for a business conducted elsewhere;
 - i. A trade or business must not utilize flammable liquids or hazardous materials in quantities not customary to a residential use;
 - j. A trade or business must not utilize large vehicles not customary to a residential use; and
 - k. The use of the Dwelling Unit for a trade or business must not violate any other provision of the Declaration, the Articles, the Bylaws or the Rules.

The terms "business" and "trade" as used in this Section 5.2 shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (1) such activity is engaged in full- or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required for such activity. The leasing of a Dwelling Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section 5.2.

Section 5.3 Vehicles and Parking. Motor vehicles belonging to an Owner, occupant, tenant, or his/her guest or invitee shall be parked in the Owner's garage or an available parking space on the Property. Vehicles shall not be parked in such a manner or in areas that would obstruct emergency vehicles or create a nuisance for others. No vehicle shall be used as a living area while located on the Property. No utility hookup across the Common Area from a vehicle in the street to a structure on the Lots is allowed since it impairs handicap access to the sidewalk and creates a Common Area trip-and-fall liability for the Association.

No recreational vehicles, commercial vehicles of any type or inoperable vehicles of any kind shall be kept, placed, maintained, parked or repaired on the Property for a period in excess of seventy-two (72) cumulative hours in any thirty (30) day period.

For purposes of this Section, a recreational vehicle means a vehicle used for Recreational purposes and often equipped with living facilities, including but not limited to, mobile homes, campers, trailers, remodeled buses and boats. A commercial vehicle is any vehicle that meets any one or more of the following criteria: more than an aggregate of three (3) square feet of any type of signage, design or lettering for advertising; commercial utility racks or ladder racks located on the vehicle; or work equipment or a toolbox stored on the vehicle that is Visible from Neighboring Property. An inoperable vehicle is any one of the following: not running; has one or more flat tire(s) for ten (10) or more days; is up on blocks; is not properly licensed or is not currently registered. The Association may have vehicles that are parked on Common Area of the Property in violation of this Section towed at the Owner's expense.

Section 5.4 Animals. No animal, bird, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept or raised hereon

solely as domestic pets and not for commercial purposes. No house or yard pet kept on the Lot shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any house or yard pet shall be maintained so as to be Visible from Neighboring Property. Upon the written request of any Owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular animal, bird, fowl, poultry or livestock is a generally recognized house or yard pet, whether such pet is a nuisance, or whether the number of such pets on any such Lot is unreasonable. Any such decision by the Board of Directors shall be enforceable in the same manner as any other restrictions contained herein. The Board of Directors may adopt reasonable Rules and Regulations regarding the number and types of pets allowed within the Property and on any Lot.

Section 5.5 Garbage and Trash. No garbage or trash shall be placed or kept on Lots or the Common Area except in covered containers. In no event shall such containers be maintained as to be Visible From Neighboring Property except to make the same available for collection, and then only the shortest time reasonably necessary to effectuate such collection. All rubbish, trash or garbage shall be removed from the Lots and Common Area and shall not be allowed to accumulate thereon.

Section 5.6 Nuisances. No nuisance shall be permitted to exist or operate upon any Lot or the Common Area that may be offensive or detrimental to any other Property in the vicinity thereof or its occupants. This specifically includes, but is not limited to, the following:

- a. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Property
- b. No odors shall be permitted to arise from or adjacent to any Lot such that it renders such Lot or any portion thereof unsanitary, offensive or detrimental to any other Lot in the vicinity or to its occupants.
- c. No exterior loudspeakers, horns, whistles, bells or other loud sound devices, except security devices used exclusively for security purposes, shall be placed or used on any Lot or in the Common Area.

The Association's Board of Directors or the Rec Centers Governing Board in its discretion shall have the right to determine the existence of any violation of this Section 5.6 and its determination shall be final and enforceable as provided herein. Normal construction activities shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods. Supplies or building materials and construction equipment shall be stored only in such areas and in such manner as may be approved by the Architectural Control Committee.

Section 5.7 Signs. No signs whatsoever, including but not limited to commercial and political signs, shall be erected or maintained on any Lot, except signs that cannot be prohibited pursuant to A.R.S. § 33-1808.

Section 5.8 Flag Display. The outdoor display of flags that cannot be prohibited pursuant to A.R.S § 33-1808 or other applicable law is allowed on the Owner's Lot if displayed in a manner consistent with applicable law. The outdoor display of any other flags is subject to approval by the Association's Architectural Control Committee. The Association's Board of Directors may adopt rules that regulate the placement and manner of flag display and the location and size of flagpoles.

Section 5.9 Outside Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the Property. No Owner or occupant shall dry clothing in a way that is Visible From Neighboring Property, the Common Area or the street.

Section 5.10 Walls, Fences and Hedges. No solid wall, fence or hedge of any type greater than three (3) feet, six (6) inches in height shall be constructed or maintained closer than twenty (20) feet to the front of any Dwelling Unit. No side or rear wall or fence other than the wall of the Building constructed on any of the said Lots shall be more than six (6) feet in height. No hedge located on any portion of any Lot shall be permitted to be more than six (6) feet in height. No chain link or similar material shall be used as fence material on Lots or Common Area on the Property.

For Lots Bordering Golf Courses. Unless installed by the original Declarant, no solid wall or fence of any type greater than two feet (2') shall be constructed above the initial finished grade elevation on Lots bordering any golf course. Any fencing materials in excess of two feet (2') shall be limited to six feet (6') in height and shall be open wrought iron construction with posts of concrete block or similar material. No hedge located on any portion of any Lot bordering a golf course shall be permitted to be more than five feet (5') in height. Unless installed by the original Declarant, no solid walls, fences or hedges of any type greater than two feet (2') in height shall be constructed or maintained closer than twenty feet (20') to the front lot line of any Lot. Any gazebos or pergolas that are greater than 6 feet in height must be located at least twenty-five (25') feet back from the back lot line. Lots bordering the golf course shall be maintained so as to avoid undue obstruction of the view of the golf course from the Lots and Common Areas bordering said golf course. No chain link or similar material shall be used as fence material on Lots or Common Area on the Property.

Disclaimer Applicable to Golf Course(s). Each Owner and/or resident is hereby deemed to acknowledge the following disclosures regarding the golf course(s): i) maintenance activities on the golf course(s) shall begin early in the morning and extend late into the evening; ii) during certain periods of the year, the golf course(s) will be heavily fertilized; and iii) golf balls are not susceptible of being easily controlled and accordingly may land or strike beyond the golf course boundaries, including into the Owner's yard, onto the roof, and against the Owner's walls or windows; iv) golf courses are used to convey drainage waters and there is a potential for standing or flowing water; v) the maintenance of the golf course(s) may require the use of chemicals and pesticides; and vi) the golf course(s) may be watered with well water or treated effluent and other non-potable water. Neither the Rec Centers or the Association, nor any of their employees or agents shall be liable for personal injury or Property damage caused by golf balls.

Section 5.11

Storage Buildings and Sheds. No structure, whatsoever, other than one (1) Dwelling Unit, shall be erected, placed or permitted to remain on any Lot. No storage buildings or sheds, whether prefabricated, metal or any other construction whatsoever, whether permanent or temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any Lot or the Common Area which is Visible From Neighboring Property, the Common Area or facing street.

Section 5.12

Antennas. Unless governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, no antenna or other device for the transmission or reception of television, internet or radio signals or any other form of electromagnetic radiation or any associated equipment shall be erected, used or maintained outdoors on any Lot or Common Area, whether attached to a Building or structure or otherwise, so as to be Visible from Neighboring Property or the street, unless approved in writing by the Association's Architectural Control Committee. Any device governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, shall comply with the applicable antenna installation rules of the Association and shall be mounted, to the extent reasonably possible, so as not to be Visible from Neighboring Property or the street. Existing antennas or other electronic signal reception equipment that complied with applicable law and the Association's Architectural Guidelines at the time installed may remain in place until no longer used by the Owner.

- Section 5.13 Encroachments. No tree, shrub, or planting of any kind shall be allowed to overhang or otherwise encroach upon sidewalk, street or pedestrian way, from ground level to a height of twelve (12) feet. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street Property lines extended. No tree shall be permitted to remain within such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sightlines.
- Section 5.14 Restriction on Further Subdivision. No Lot shall be further subdivided or separated into small lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner.
- Section 5.15 Citrus Tree Restriction. The Board of Directors has the authority to restrict planting and require maintenance of citrus trees by Owners.

ARTICLE SIX

Architectural Control

- Section 6.1 Architectural Control Committee. The purpose of the Architectural Control Committee is to review and approve in writing in a timely manner all proposed modifications to the exterior of any Dwelling Unit or landscaping by Owners to ensure that any changes are visually harmonious with the overall appearance of the HOA.
- Section 6.2 Approval Procedures. Owners are responsible for submitting change request forms to the Architectural Control Committee for approval, modifications or rejection.
- Section 6.3 Control Function. No building, fence, wall, antenna, satellite dish, tower, awning, sign or any other structure of any kind or character shall be constructed, erected, placed or maintained upon the Common Areas or any Lot, nor shall any exterior addition, change or alteration (including, but not limited to painting, decorating, planting, awnings and exterior window treatments) be made to any Dwelling Unit covered by these restrictions, including without limitation changes to any exterior wall or entryway, whether or not part of any Lot, which is visible from any other Lot or the Common Areas or a facing street, and no additions to, changes in, or alterations of landscaping, grade or drainage shall be made in any Lot until plans and specifications showing the nature, kind, color, shape,

height, materials, location and other physical attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an Architectural Control Committee appointed by the Board of Directors. The Board of Directors, or such Architectural Control Committee, if one has been appointed, shall have forty-five (45) days from the date the proper plans and specifications are received, to review the plans and submittal, and issue a written decision. In the event the Board of Directors, or such Committee, has not given its written approval or disapproval as specified herein, such approval will not be required, and this paragraph will be deemed to have been fully complied with.

Section 6.4 Enforcement. The Association, the Rec Centers or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or the appropriate jurisdiction and shall be entitled to any other appropriate relief including money damages, reasonable attorney fees and court costs. The Rec Centers and the Association may, but shall not be obligated to, enforce their restrictions upon a written request from the Owner(s) of one or more of the Lots covered by this Declaration. Failure by the Rec Centers, the Association or by an Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. If the Rec Centers or Association takes any action to enforce the provisions of the governing documents, whether or not a lawsuit is filed, the Rec Centers or Association shall be entitled to recover from the Owner against whom enforcement is sought all costs of enforcement, including but not limited to attorney fees and costs incurred by the Rec Centers or Association but is not limited to the following:

a. Fine Schedule. Violation of the Covenants, Conditions and Restrictions shall be subject to the Association's current Fine Schedule as shall be enacted by the Association from time to time.

Section 6.5 Landscaping and Maintenance of Yards. The Association shall, at all times, keep all shrubs, trees, grass, plantings of every kind, ground cover and other landscaped areas of the Common Areas neatly trimmed, properly cultivated and maintained and free of trash, weeds and other unsightly material.

Section 6.6 Landscaping of Common Area Along Golf Courses. Landscaping of Common Areas bordering a Rec Center golf course shall be maintained so as to avoid undue obstruction of the view of the golf course from the Lots bordering said golf course. Specifically, but not to the exclusion of the general statement above, no fence, wall, hedge, shrub or other

planting which obstructs sight lines at elevations higher than three (3) feet above the finished grade of the Common Area bordering a Rec Center golf course shall be placed or planted by an Owner or the Association in the Common Area within twenty-five (25) feet of the boundary between the Common Area and said golf course.

Section 6.7 Maintenance and Repair of Buildings. No Building, improvement or Dwelling Unit upon any Lot shall be permitted to fall into disrepair, and each Building and Dwelling Unit shall at all times be kept in good condition and adequately painted or otherwise finished. The Association shall maintain in good repair the exterior surfaces, including but not limited to walls, roofs, porches and patios. Nothing shall be done in or to any Building which will impair the structural integrity of any Building except in connection with alterations or repairs specifically permitted pursuant to a validly issued building permit. Carports and garages must be kept in a neat and tidy manner at all times when the interior of the same is visible from the street, the Common Area or adjoining Property.

ARTICLE SEVEN

Party Walls

Section 7.1 General Rules of Law. Each wall, including patio or courtyard walls, which is constructed as part of the original construction of the Dwelling Unit, and part of which is placed on the dividing line between separate Dwelling Units, shall constitute a Party Wall. With respect to any such wall, each of the adjoining Owners shall assume the burdens of and be entitled to the benefits of these restrictive covenants. To the extent not inconsistent with these covenants, general rules of law regarding Party Walls shall apply. The preservation and structural repair of any Party Walls, except for interior decoration, shall be the joint duty and obligation of the Owners sharing the Party Wall. No structural changes in any Party Wall without the prior written consent and approval of the Board of Directors and each of the adjoining Owners which share use of the wall.

Section 7.2 Sharing of Repair and Maintenance. The cost of reasonable maintenance and repair of a Party Wall shall be shared by the Owners who make use of the wall in equal proportions to such use. In the event any such Party Wall is damaged or destroyed through the act of one adjoining Owner or any of his guests, tenants, licensee, agents or members of his family, then such responsible party shall immediately proceed to rebuild or repair the Party Wall to as good condition as previously without cost to the adjoining Owner. Liability and damages

pursuant to this Section shall be established in accordance with the generally accepted law of the State of Arizona.

Section 7.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in equal proportions; without prejudice, however to the right of any such Owner to call for larger contributions from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4 Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners and successors in title.

Section 7.5 Negligent Exposure to the Elements. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes any Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7.6 Consent to Alter. In addition to meeting the Owner requirement of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Dwelling Unit in any manner which requires the extension or other alteration of any Party Wall shall first obtain the written consent of the adjoining Owner and the Association's Architectural Control Committee. Such written consent shall not be unreasonably withheld.

Section 7.7 Dispute Resolution. In the event of a dispute between Owners with respect to the construction, repair or maintenance of a Party Wall, or with respect to the sharing of the costs thereof, either adjoining Owner shall submit the dispute to the Association for decision by the Board of Directors. The decision of the Board of Directors shall be in writing, sent by U.S. mail to the adjoining Owners, and binding on the adjoining Owners.

Any adjoining Owner challenging the decision of the Board of Directors must submit the dispute to the Department of Real Estate for resolution under ARS 32-2199.01. The adjoining Owner challenging the decision shall pay any filing fee under ARS 32-2199.01 C.

If the Board of Directors fails or refuses to resolve any such dispute, then the adjoining Owners may submit the matter to arbitration under such rules as may be from time to time adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the adjoining Owners and the third by

the two (2) so chosen. If the two chosen arbitrators cannot agree within five (5) days, then one shall be chosen by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two (2) arbitrators shall be binding upon all adjoining Owners. The cost of arbitration shall be shared equally by the two (2) adjoining Owners. Any Lot with multiple Owners shall be considered as one (1) person for the sharing of costs.

No party to the arbitration shall make the Association a party of the arbitration.

- Section 7.8 Easement for Repair or Replacement of Party Wall. Each Owner shall permit the adjacent Dwelling Unit Owner, or its representatives, when so required, to enter his Dwelling Unit or Lot for the purposes of repairing or replacing a Party Wall, provided that request for entry is made in advance and that entry is made at a time reasonably convenient to the Owner of such Dwelling Unit or Lot. In the case of an emergency, such right of entry shall be immediate.

ARTICLE EIGHT

Maintenance, Repair and Replacement

- Section 8.1 Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance (excluding glass surfaces) upon the Dwelling Unit of each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior Building surfaces, fences and walls, gutters and down spouts. Subject to a majority vote of the Association, roofs may also be included in the maintenance to be provided by the Association.
- Section 8.2 Easement. The Association shall have and is hereby granted an easement from each Lot Owner on and across each Lot for the limited purposes of Building maintenance as set forth in Section 10.1 hereof.
- Section 8.3 Damage by Owner. In the event that the need for maintenance or repair of a Lot or Dwelling Unit thereon is caused through the willful or negligent act of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such maintenance or repair shall be a debt of said Owner, and may be collected by any lawful manner prescribed for the collection of such a debt by the laws of the State of Arizona.

ARTICLE NINE Interior and Other Maintenance

Section 9.1 Each Owner shall be responsible for the upkeep and maintenance of the interior of his Dwelling Unit and for the upkeep and maintenance of individual patios and all other areas, features, or parts of his Lot and Dwelling Unit not otherwise maintained by the Association. All fixtures and equipment installed within a Dwelling Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Dwelling Unit, shall be maintained and kept in repair by the Owner thereof. This shall be deemed to include all heating and air conditioning equipment for the Dwelling Unit. Termite control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwelling Unit or their Owners.

ARTICLE TEN

Easements and Encroachments

Section 10.1 Utility Easement. There is hereby created a blanket easement upon, across, over and under the Common Area, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, electricity and a cable television system and Internet. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain the necessary facilities and equipment on the Common Area. This easement shall in no way affect any other recorded easements on the Common Area.

Section 10.2 Access. The private driveway to each individual Lot and the walkway from the driveway to the front entry of each Dwelling Unit shall be maintained and repaired by each individual Lot Owner served by said driveway or walkway. Any modification, expansion or addition to said driveways or walkways shall be subject to the provision of Article Six.

Section 10.3 Easements for Ingress and Egress. There is hereby created a nonexclusive easement upon, across and over the Common Area limited to the driveway and walkway for each Lot in favor of each individual Lot Owner for ingress and egress to and from each individual Lot and the replacing, repairing and maintaining of each individual Lot Owner's driveway and front entry walkway, Easements for ingress and egress are hereby reserved to the Owners and their family, guests, tenants and invitees for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the

Common Area, and for vehicular traffic over, through and across such portions of the Common Area, as from time to time may be paved and intended for such purposes, and for such other purposes reasonably necessary to the use and enjoyment of a Lot or the Common Area.

Section 10.4 Association's Easement for Performing Maintenance Responsibilities.
The Association shall have an easement upon, across, over and under the Common Area and the Lots for the purpose of repairing, maintaining and replacing the Common Area and those portions of the Lots which the Association may be obligated to maintain.

Section 10.5 Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to impede vehicular or pedestrian traffic. In the event a wall, landscaping, or other approved improvements on a Lot or the Common Area encroaches upon another Lot or the Common Area, and such encroachment is inadvertent and no significant adverse impact on the adjacent Property, an easement for such encroachment is hereby given. The right to determine whether such encroachment causes a significant adverse impact shall be determined by the Association's Architectural Control Committee, which shall be binding on all parties. Notwithstanding the foregoing, any Owner has the right at any time to cut landscaping branches or roots from the adjoining Lot off at the Property line if they cross over the Property line.

ARTICLE ELEVEN Insurance

- a. Section 11.1 Scope of Coverage. To insure, and keep insured, all buildings, as well as improvements on the Common Area, and the Owners thereof, against loss from fire or other casualty, and to purchase same and such other insurance as the Board of Directors may deem advisable. Such insurance may, at the discretion of the Board of Directors, be taken in the name of the Board of Directors for the benefit of all the Lot Owners, or in such other manner as the Board of Directors may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment in proportionate amounts as to each Dwelling Unit to cover such deficiency. Such insurance may, at the discretion of the Association, include coverage for contents of individual Dwelling Units. The responsibility for the determination and acquisition of sufficient insurance shall be the responsibility of each individual Lot Owner.

- Section 11.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust.
- Section 11.3 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (b) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. The Association may levy a Special Assessment to cover the cost of repair or replacement in excess of insurance proceeds. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance; and the remainder of the proceeds shall be retained in the reserves of the Association, if the reserves are not fully funded, or if the Association's reserves are fully funded, distributed to the Owners on the basis of an equal share for each Lot.
- Section 11.4 Owner's Responsibility. It is the responsibility of each Owner of a Lot to maintain insurance on his/her Lot, the Dwelling Unit and any other improvements on the Lot, to cover the Association's deductible for the Owner's Lot and Dwelling Unit, the Owner's personal Property and liability exposures, and anything not covered by the Association's insurance policy.
- Section 11.4 Policy of Public Liability. The Association shall provide a comprehensive policy of public liability covering all Common Areas of the Properties. Such insurance shall contain a "Severability of Interest" clause which shall preclude the insurer from denying the claim of any Dwelling Unit Owner covered herein because of the negligent acts of the Association or other Lot Owners.

ARTICLE TWELVE

General Provisions

- Section 12.1 Enforcement. The Association, the Rec Centers or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration in any court of appropriate jurisdiction and shall be entitled to any other appropriate relief including money damages, reasonable attorney fees, and court costs. The Rec Centers and the Association may, but shall not be obligated, to enforce their restrictions upon receipt of a written request from the Owner(s) of one or more of the Lots covered by this Declaration. Failure by the Rec Centers, the Association or by an Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. If the Rec Centers or Association takes any action to enforce the provisions of the governing documents, whether or not a lawsuit is filed, the Rec Centers or Association shall be entitled to recover from the Owner against whom enforcement is sought all costs of enforcement, including but not limited to attorney fees and costs incurred by the Rec Centers or Association.
- Section 12.2 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Resident of a Lot, any Member or authorized representative of the Association's Architectural Control Committee or the Association's Board of Directors, shall have the right to enter upon and inspect any Lot or improvements thereon, except for the interior portions of any completed improvements, to determine if the improvements are in compliance with this Declaration. Any such persons shall not be deemed guilty of trespass by reason of such entry.
- Section 12.3 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or a court order shall in no wise affect any other provisions thereof which shall remain in full force and effect.
- Section 12.4 Amendment. This Declaration may be amended by a vote of not less than fifty one percent (51%) of the Owners of Lots at a meeting of the Association called for that purpose, or by written ballot.
- Section 12.5 Violations and Nuisances. Every act or omission whereby any provision of this 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 Rec Centers, the Association or any Owner or Owners of Lots within the development.
- Section 12.6 Violation of the Law. Any violation of laws, ordinances or regulations of any state, county or other local authority having jurisdiction over the subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 12.7 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 12.8 Delivery of Notices and Documents. All notices and documents required by this Declaration to be sent by mail shall be sent by regular or electronic mail. All other notices or other documents relating to the Declaration may be delivered either personally, electronically, and/or by U.S. mail.

Any mail sent to the Association by an Owner shall be sent to the address of the then President of the Association, with a mailed copy to the then Secretary of the Association and a mailed copy to the management company (if any) retained by the Association.

The mailing address of the President and the Secretary is the address of the applicable individual listed in the most recent Greenview Homeowners Association Roster circulated by the Association to the Owners.

The mailing address of the current management company of the Association is published in the Rules and Regulations.

The mailing address of each Owner is the address of the applicable individual listed in the most recent Greenview Homeowners Association Roster circulated by the Association to the Owners.

Section 12.9 The Declaration. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership interest in any of the real Property covered by this 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 this Declaration and any amendment thereto. In addition, each such person by so doing thereby acknowledges that this Declaration set forth a general scheme for the improvement and development of the real Property covered hereby 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, lessees, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 12.10 Headings; Construction. The headings which have been used throughout this agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this agreement. Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 12.11 Incorporation of Recitals. The Recitals stated at the beginning of this Declaration are Incorporated into the Declaration here.

Section 12.12 First Mortgage or Deed. If any Lot has a holder of a first mortgage or deed of trust pursuant thereto, said mortgagee shall have the right, upon written request, to examine the books and records of the Board of Directors.

**AMENDED AND RESTATED DECLARATION OF
COENTANTS, CONDITIONS AND RESTRICTIONS FOR
GREENVIEW HOMEOWNERS ASSOCIATION**

Dated March 20, 2025

Glen N. Custard, President *MAY 23 2025*

Signature

Date

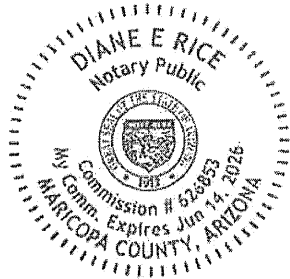
STATE OF ARIZONA

MAY 23, 2025

DATE

COUNTY OF MARICOPA

SEAL



Diane E Rice

NOTARY PUBLIC

COMMISSION DATE: *06-14-2026*