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**Restated and Amended Declaration of
Establishment of Covenants and Restrictions for
Green Valley Resort Homes Association, Inc.
Lots 1 Through 168**

APR 23 2002

**Restated and
Amended Declaration of Establishment of Covenants,
Conditions and Restrictions for
Green Valley Resort Homes Association, Inc.
Lots 1 Through 168**

WHEREAS, the Declarant, Green Valley Resort Homes Association, Inc., amended the Declaration of Covenants, Conditions and Restrictions which amendment was recorded in *Docket 6681* at *Pages 295-320* on December 21, 1981; and further amendment was recorded in *Docket 10151* at *Pages 2133 - 2150*; and a further amendment was recorded in *Docket 10697* at *Pages 1859 - 1878* on December 22, 1997 and a further amendment was recorded in *Docket 11784* at *Pages 2712 – 2716*, on April 23, 2002; and

WHEREAS, Article XIV, Section 3 of such Covenants, provides that the Declaration of Covenants, Conditions and Restrictions may be amended by a vote of fifty-one percent (51%) of the total votes held by Owners and fifty-one percent (51%) of the votes held by Interval Unit Owners; and

WHEREAS, there are no Interval Unit Owners; and

WHEREAS, it is the desire of the Owners to amend and restate the declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, upon a vote of fifty-one percent (51%) of the owners, the Declaration of Covenants, Conditions and Restrictions recorded in *Docket 10697* at *Page 1859 - 1878* and any and all amendments made thereto shall be null, voided and this Restated Declaration shall amend and supersede such Declaration.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Green Valley Resort Homes Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Plat.

Section 3. "Common Areas" shall mean the real property designated on the Plat as Common Areas A and B.

Section 4. "Plat" shall mean the map of plat or record in the Office of the Pima County Recorder in Book 34 of Maps and Plats at Page 76 thereof, and any amendments thereto.

Section 5. "Lot" shall mean Lots 1 through 168 as shown on the Plat, without regard to whether a structure has been constructed thereon.

Section 6. "Owner" shall mean and refer to the record owner whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including the buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to this declaration as may be amended from time to time.

Section 8. "Declarant" shall mean and refer to Fairfield Green Valley, Inc., an Arizona corporation, and its successors or assigns.

Section 9. "Mortgage" shall include not only mortgages but also deeds of trust, and the "Mortgagee" shall include a beneficiary under a Deed of Trust.

Section 10. "Person" shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

Section 11. "Dwelling Unit" shall mean the real property and improvements placed within the boundary of any Lot.

Section 12. "Board" shall mean the Board of Directors of the Green Valley Resort Homes Association, Inc.

ARTICLE II SCOPE OF DECLARATION

This Declaration is intended to regulate and control the use of the Common Areas for Owners. In addition, the Declaration is intended to control the general use of the Properties as applicable to The Owners.

ARTICLE III MEMBERSHIP

Every person who is an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Only persons who own Lots shall be members of the Association.

ARTICLE IV VOTING RIGHTS

Section 1. Each Owner shall be entitled to one (1) vote for each Lot owned, but there shall be only one (1) vote for each Lot, whether owned by one or more persons. Co-owners must agree on the vote and if they cannot agree, the vote shall be pro-rated among them.

Section 2. The Association may suspend the voting rights of any Member for any period during which any assessment against his lot remains unpaid and delinquent, and for a period when the Board determines that member is in violation of these Covenants, the By-Laws and/or the Rules and Regulations of the Association.

ARTICLE V COMMON AREAS

Section 1. Ownership of the Common Areas is vested in the Association subject to the easements created in Article VI, hereof. Common Areas are intended for use as public utility easements, drainage-ways, and open areas and are for the common use and enjoyment of the Members of the Association.

Section 2. Any rent or lease of a Lot, or transfer thereof by operation of law, shall serve to transfer, convey or lease to the same extent all of the Owner's right to use the Common Areas; right of inspection excepted.

Section 3. The term "taking" as used in this section, shall mean either (a) condemnation by eminent domain or (b) sale under threat to condemnation. In the event of a threatened taking of all or any portion of the Common Area, the Members hereby appoint the Board and such other persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area and the improvements thereon shall apply as in the case of destruction or improvements upon the Common Area. In the event of a total taking, the Board shall retain any award in the general funds of the Association to be distributed to the Members pursuant to a plan developed by the Board and approved by the majority of the Owners entitled to vote.

Section 4. In the event of a partial or total destruction of the improvements upon the Common Area, the Association shall restore and repair the same to their former condition as promptly as is practicable and in a lawful and workmanlike manner. The proceeds of insurance maintained for such purpose shall be used for this purpose, subject to the prior rights of mortgagees whose interests may be protected by said policies. In the event any excess insurance proceeds remain after repair and replacement thereof, the Board shall retain such sums in the general funds of the Association. If there are not sufficient insurance proceeds to restore and replace the improvements, then, upon a majority vote of the Owners entitled to vote, the Association may impose a special assessment equally against the Owners of each Lot to provide the necessary funds for restoration and replacement. In the alternative such Owners

may vote not to replace or restore the improvements, but to equally divide any insurance proceeds among the Owners.

ARTICLE VI EASEMENTS AND LICENSES

Section 1. Each Lot and the property included in the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as determined by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Common Areas for the use and enjoyment of all Members, their guests, invitees, licensees and tenants, subject to reasonable regulations of the Association, and for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones and electricity.

Section 3. A drainage easement is hereby created upon, across, over and under each Lot for the benefit of all other Lots.

Section 4. There is hereby reserved in Fairfield Communications, Inc., an Arizona corporation, a perpetual exclusive easement of license across and upon all Common Areas and Dwelling Units for the maintenance, construction and repair of a master antenna or cable T.V. service and appurtenant facilities and security system. Assessments for such cable services may be charged indirectly to the Association or directly by Fairfield Communication, Inc. If a security system is built by Fairfield Communications, Inc. the members acknowledge that the efficient and economic operation of such systems requires the installation and operation of systems serving all Dwelling Units and Common Area, and therefore agree that each member of the Association shall be obligated to utilize and pay for such security systems. The Declarant, the Association, and all members acknowledge and agree that neither Declarant, Fairfield Communications, Inc. nor the Association warrant or insure the safety or security of persons on the Property. Fairfield Communications, Inc., shall have the right to excavate for, place, lay, construct, operate, use maintain, repair, replace, reconstruct, enlarge, alter, improve, add to, relocate, and/or remove at any time and from time to time, underground structures with required appurtenances necessary for the operation of said underground master antenna or cable T.V. system and miscellaneous equipment and material connected therewith. Fairfield Communication, Inc. shall have the right to ingress to and egress from said easement by a practical route or routes in, upon, over and across the herein before described lands or any portion or portions thereof, together with the right to clear and keep clear said easement and rights of way from explosives, materials, buildings or other structures, implements, or obstructions, without limiting the generality of the foregoing. Fairfield Communications, Inc. shall have the right to trim and cut trees, foliage, and roots upon and from within the above described easement and right of way whenever in Fairfield Communications, Inc.'s judgment the same shall be necessary for the convenient and safe exercise of the right herein granted. All master antenna or cable TV system equipment or security equipment installed by Fairfield Communications, Inc. in and upon the herein described easement shall remain the personal property of Fairfield Communications, Inc. and shall not be deemed a part of the realty. Fairfield Communications, Inc. shall have the right, directly or indirectly, to assign its rights to this easement. Neither the Declarant, the Association, nor Fairfield Communications, Inc. is obligated to provide a security system or cable T.V. system in the Property. If a security system

or cable T.V. system is built by Fairfield Communications, Inc. or its assigns, the type and quality of the system shall be under the absolute discretion of Fairfield Communications, Inc. or its assigns. Notwithstanding any other provision of this Declaration, this section may not be amended without prior written consent of Fairfield Communications, Inc.

Section 5. Notwithstanding any of the provisions of these Covenants, Fairfield Green Valley, Inc. its successors and assigns, shall be perpetually entitled to place advertising signs on the common areas for advertising any of its subdivisions or any other products or services in any location or locations of the Common Areas, so long as the signs constructed by Fairfield meet all government sign ordinance requirements. This easement for Fairfield Green Valley, Inc. and their assigns shall be perpetual. This provision of the Covenants may not be amended without written consent of Fairfield Green Valley, Inc.

ARTICLE VII THE ASSOCIATION

Section 1. The Association shall be responsible for the proper and efficient management of the Common Areas, hereinafter referred to in this Article as Areas. The Association shall be responsible for:

- a. maintaining the common streets, roads and sidewalks located within the Areas;
- b. landscaping those portions of the Areas controlled by the Association (including, but not limited to, any easement areas on lots);
- c. operating, maintaining (including insuring) and rebuilding, if necessary, street signs, walls and fences and other improvements originally constructed by Declarant;
- d. paying real estate taxes, assessments and other charges on those portions of the Areas owned by the Association;
- e. insuring all improvements, which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Association deems appropriate;
- f. hiring, firing, supervising and paying employees and independent contractors including, but not limited to, security personnel workers, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;
- g. maintaining liability insurance to protect the Members and the Board of Directors of the Association from any liability from occurrences or happenings on or about those portions of the Areas maintained by the Association including, but not limited to, obtaining an errors and omissions insurance policy for the members of the Board of Directors of the Association;
- h. maintaining worker's compensation insurance for the employees of the Association;

- i. purchasing all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;
- j. enforcing the provisions of this Declaration including, but not limited to, the Use Restrictions provided for in Article XI hereof;
- k. establishing and maintaining such cash reserves as the Association deems reasonably necessary for the maintenance, repair and replacement of the improvements which it is responsible to maintain and for unforeseen contingencies;
- l. maintaining the roofs and parapets of the Dwelling Units and the roadways as indicated on the plat and maintaining the Common Areas;
- m. maintaining exterior painting;
- n. providing for and payment of all utility services for common facilities;
- o. providing refuse collection for the Resort Homes residents; and
- p. entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Common Areas;
- q. maintain sewer line from exterior wall of unit and water line to unit meter.

Section 2. The manner in which the Association carries out its responsibilities shall be controlled by the provisions of its By-Laws, its Articles of Incorporation and provisions of this Declaration. Payment of Association dues shall not be contingent on the performance by the Association of the obligations hereunder.

ARTICLE VIII ASSESSMENTS

Section 1. Responsibility for Maintenance.

- a. The Association shall be responsible for the maintenance and repair of the Common Areas.
- b. Each Unit Owner is responsible for the maintenance and repair of his own Unit. On reasonable notice, each Unit Owner shall afford to the Association and to its agents and employees, access through his Unit reasonably necessary to affect these purposes. If damage is inflicted on the Common Areas or any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if liable, must make prompt repair of the damage.

Section 2. Assessments for Common Expenses.

- a. Assessments to pay a judgment against the Association shall be assessed equally against all Lots in the Association.

b. If any common expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against that Lot.

Section 3. Creation of the Lien and Personal Obligation of Assessments.

a. Each Unit Owner, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) semi-annual maintenance assessments or charges from the date the assessment becomes due; (2) monetary penalties imposed against the Unit Owner from the date any fine becomes due; and (3) special assessments for capital improvements to the Common Areas if such special assessments are established. Fees, charges, monetary penalties, interest, late charges and reasonable attorney's fees incurred by the Association in enforcing this Declaration, the By-Laws and/or the Rules and Regulations of the Association are enforceable as assessments under this Section. The Association shall have a lien on an Owner's Dwelling Unit for any assessment levied against that Unit or monetary penalties imposed against its Unit Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in the same manner as a mortgage on real estate.

b. Each such assessment and/or penalty or fine, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title, unless expressly assumed by them.

c. A lien under this section is prior to all other liens and encumbrances on a Unit except;

1. Liens and encumbrances recorded before the recordation of the original Declaration of Covenants, Conditions and Restrictions recorded in January 1982.

2. A first mortgage or deed of trust on the Unit recorded before the date on which the assessment sought to be enforced became delinquent.

3. Liens for real estate taxes and other governmental assessments or charges against the Unit.

d. Assessments are payable by the Owner to the Association. Mortgagees of such lots shall not be required to collect assessments.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used for the promotion of the health, safety and welfare of the Owners of the Units and the improvement and maintenance of the common Areas and Parking Areas.

Section 5. Maximum Annual Assessment.

a. The Board of Directors shall fix the annual assessment once per calendar year.

b. The Board of Directors of the Association shall specify the effective date for any increase or decrease in the annual assessments.

c. The annual assessments shall be paid in semi-annual installments in advance, which shall be due and payable on the first day of January and the first day of July of each year, and shall become delinquent thirty (30) days thereafter if not paid in full.

Section 6. Special Assessments for Capital Improvements In addition to the annual assessments authorized above and except as specified otherwise herein, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a *capital improvement* on the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of *fifty-one* percent (51%) of the votes of the Unit Owners who are voting in person or by mail at a meeting duly called for this purpose. The Board of Directors shall specify the effective date of such special assessment.

Section 7. Notice and Quorum for any Action Authorized Under Section 6 Written notice of any meeting called for the purpose of authorizing special assessments shall be sent to all Unit Owners not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At this special meeting the presence of a majority, consisting of Unit Owners and mailed ballots, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Rates of Assessment. The Board of Directors is vested with full authority and absolute discretion to fix assessments, and may adopt any plan, method or scheme of valuation of allocation, which it deems advisable. Such decisions of the Board of Directors shall be final and binding on all Unit Owners and there shall be no revision except by procedure for injunctive relief when such action is patently arbitrary and capricious. The Board of Directors and any member of the Board shall not be liable to any Unit Owner or other person for any act or omission by the Board of Directors in making such valuation and/or allocation, and the Association shall fully indemnify the Board of Directors, or any of them, and hold them harmless from any liability, loss or expense, whatsoever, arising out of such acts. Pursuant to Arizona Revised Statutes the Association shall not impose a regular assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's assessment without the approval of the majority of the members of the Association.

Section 9. Estoppel Certificate. The Association shall, upon written request, provide to a lien holder, Unit Owner, or person designated by a Unit Owner, a recordable statement setting forth whether the assessment on a specified Unit has been paid and the amount of unpaid assessments against the Unit. This statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association, Board of Directors and every Unit Owner.

Section 10. Effect of Nonpayment of Assessments – Remedies of the Association.

a. Recordation of the Declaration constitutes record notice of any lien for assessments. The Association shall record a claim of lien for assessments for monetary penalties.

b. Any assessment whether annual or special, which is not paid within thirty days (30) from its due date shall bear interest from the due date at a rate established by the Board of Directors. In addition, the Board may impose a uniform system of late payment penalties to be imposed upon any Unit Owner not making his payment in a timely manner. This amount shall be added to the unpaid assessment and shall become payable by the Owner with the payment of the delinquent amount.

c. The Association may bring an action at law against the Unit Owner personally obligated to pay assessments, or may foreclose its lien against the Unit. No Unit Owner may waive or otherwise escape liability for any assessment by non-use of the Common Areas, abandonment of the Unit or for any other reason.

d. The Association may, at its discretion, accept a deed in lieu of foreclosure as full satisfaction of any assessments, monetary penalties and/or attorney's fees due from a Unit Owner.

Section 11. Surplus Monies. Any surplus monies of the Association remaining after payment of or provision for common expenses, shall be maintained by the Association in a reserve account to defray future expenses.

Section 12. Fines and Penalties. If any Owner, his family, or any licensee, invitee, tenant or lessee violates this Declaration, the By-Laws and/or the Rules and Regulations of the Association, the Board may levy a fine upon the Owner of the Dwelling Unit of not more than One Hundred Dollars (\$100.00) for each violation and/or may suspend the right of such person to use the Areas, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. The Board shall establish a procedure by which it can impose such penalties including the right to hearing, if requested, by the Owner. Any fines imposed hereunder which remain unpaid for a period of ten (10) days or more after assessment shall become a lien upon the Owner's Dwelling Unit upon its inclusion in a Claim of Lien recorded pursuant to this Declaration.

ARTICLE IX INSURANCE

The Association shall obtain and maintain in force the following policies of insurance:

a. Common Property Insurance. The Board shall obtain Fire and Extended coverage insurance on all Common Property, in an amount sufficient to replace all Common Property improvements at current replacement cost. Such insurance shall insure the Association's mortgagees, if any, as their interest may appear. |

Comment [JDH1]: Hazard Insurance Dwelling Insurance paragraph removed.

b. Liability insurance, including bodily injury liability insurance, insuring the Association, Board of Directors, officers, agents and employees of the Association, against death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Areas in an amount determined by the Board of Directors, but not less than \$500,000 per injury, including death, to a single person, \$1,000,000 per injury, including death, arising out of a single occurrence, and \$50,000 property damage arising from the activities of the Association.

c. Other insurance, including indemnity, fidelity and other bonds as the Board shall deem necessary or expedient to the Association's functions as set forth in this declaration, the Articles and By-Laws.

d. Fire and Liability insurance policies provide the following:

Comment [JDH2]: d. restated

1. Insurer waives its rights of subrogation of claims against directors, officers, agents, and individual owners, and their respective household members.

2. Master policy on Common Area cannot be canceled, invalidated, or suspended because of conduct of any director, officer, or employee of the Association or the Managing Agent without prior demand and allowance of a reasonable time within which the defect may be cured.

3. That any "no other insurance" clause contained in the master policy shall expressly exclude individual unit owners' policies from its operation.

4. An agreed value or amount endorsement and waiver of coinsurance. That the deductible amount per occurrence shall not exceed one thousand dollars (\$1,000).

5. All public liability insurance shall contain a cross liability endorsement.

6. The Association shall provide fidelity bonds covering officers, directors, employees and other persons handling Associations funds.

7. The Board shall determine which insurance is necessary or expedient to carry out the Association's functions as set forth in this declaration, including officers and directors liability insurance.

e. 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 the Board, and such other person or entities affiliated with the Association such as a manager 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 insured and their mortgagees. 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 Declaration until the insured property is repaired and made habitable. The liability insurance hereinafter specified shall name, as separately protected insured, the Association, the Board, and such other persons or entities affiliated with the Association such as a manager 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.

ARTICLE X OWNER'S RESPONSIBILITIES

Section 1. Owner's Liability.

a. Each Owner shall be responsible for his unit's utility costs, ad valorem taxes, and repairs of all appliances and equipment located within his own unit, and insurance against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement value of the dwelling units meaning actual replacement value exclusive of the cost of excavation, foundations and footings.

b. Each Owner shall be responsible for assuring that all construction, alteration, modification or addition to buildings, walls, fences, copings, roads, driveways or other structures on his lot conform to the use restrictions of Article XII herein. If any Owner fails or refuses to remove or upgrade such item(s), the Association may, in its sole discretion, remove the non-conforming item and the cost of removal shall be added to and collected in like manner as delinquent assessments.

Section 2. Dereliction of Maintenance by Unit Owners. Each Owner shall be responsible for and pay for all damage caused by the Owner, Lessees, his guests, family, pets or employees to his or any other Owner's property or to the Common Areas. Upon the failure of any Unit Owner to maintain the premises and the improvements thereon in a manner satisfactory to the Association, the Association, through its agents and employees, after giving notice to the Unit Owner, is granted the right to enter such Unit and to make repairs, maintenance, rehabilitation or restoration of the premises and the exterior of any Unit as may be necessary, and the cost shall be charged against the Unit Owner by invoices and made a lien on his Unit. Nothing contained herein shall require the Association to charge for, or to collect, assessments for damage caused by an Owner, his guests, family, lessees, pets or employees to any other Owner's property or to the Common Areas; and, the Association shall not be compelled by the damaged party to make such repairs or to charge the offending party or therefore collect such necessary amounts from him/her.

ARTICLE XI ARCHITECTURAL COMMITTEE

Section 1. The Board may establish an Architectural Committee to be comprised of a minimum of three (3) or more members appointed by the Board of Directors. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this Declaration, although professional consultants hired by the Committee and approved by the Board of Directors shall be paid for by the Association.

Section 2. All architectural matters affecting the Common Areas and the individual Lots shall be governed by the Architectural Committee, subject to the approval of the Board of Directors. The Architectural Committee shall promulgate written rules and regulations governing the approval of plans and specifications for the alteration or construction of the exterior of the Units or on any Common Area.

The Committee shall also establish written architectural standards and procedures to be followed by the Owners in obtaining the written approval of the Committee. Such rules and regulation and procedures shall not conflict with any provisions in the Declaration.

Section 3. No improvement, alteration, modification or change shall be made by any Owner until the plans and specifications showing the nature, kind, shape, height, color, materials and location of such are submitted and approved in writing by the Board of Directors after receiving the recommendation of the Committee. All modifications, alterations and/or improvements must be substantially completed within ninety (90) days from the date the plans and specifications are approved by the Board. If the Board fails to approve or disapprove the plans and specifications sixty (60) days after such have been submitted to it, it shall be presumed that the Board disapproved said plans and no changes or alterations shall be permitted.

Section 4. Neither the Association nor the Committee shall be responsible in any way for any defects in any plans or specifications, which were submitted in accordance with the foregoing, nor for any structural defects in any buildings or structures erected according to such plans or specifications.

Section 5. Neither the Board nor the Committee is responsible for any structural defects in any Dwelling Units or any modifications thereof.

ARTICLE XII USE RESTRICTIONS

Section 1. Land Use and Building Type.

a. All lots shall be used for residential purposes only, and no other structures except single-family residences shall be placed or maintained thereon.

b. Dwelling units shall be occupied and used by the Owners solely for the residential use of the Owner, his family, lessees, tenants, and social guests and for no other purpose. No gainful occupation, commercial business, professional, trade, or other non-residential activity shall be conducted on the lots.

c. Any Owner shall have the right to lease or rent his Dwelling Unit. However, any lease agreement, verbal or written, with a tenant or lessee shall be subject to this Declaration and any amendments thereto, and shall provide that any tenant shall abide by the Rules, By-Laws, Articles of Incorporation of the Association and the Declaration of Covenants, Conditions and Restrictions. In the event any such lease agreement does not contain such provisions, it shall, at the option of the Board, become null and void.

Section 2. No Temporary Building or Trailers.

a. No temporary house, house trailer, motor-home, tent, garage, camper, boat or out-building of any kind shall be placed or erected upon any part of the Properties for use as living quarters, and no residence placed or erected on any Lot shall be occupied in any manner at any time prior to its being completed in accordance with approved plans, as hereinafter provided, nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein. During the

actual construction or alteration of any building on any Lot, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work if the approval for the construction was obtained by the Owner from the Board and the Architectural Committee. The work of constructing, altering or remodeling any building on any part of the Properties shall be prosecuted diligently from the commencement thereof until the completion thereof.

b. No building of any nature shall be removed from within or without the Properties to any Lot within the Properties without the consent of the Board and Architectural Committee. If such approval is given such building shall comply in any respects with each and every provision of this Declaration of Conditions and Restrictions as such relate thereto.

Section 3. Derricks, Tanks, Heating and Cooling. No structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of the Properties, nor shall any water, oil, natural gas, petroleum, asphaltum, or hydrocarbon products or substances be produced or extracted there from.

Section 4. Signs. No signs of any kinds shall be displayed which are visible from neighboring property without the approval of the Board except:

a. Signs which may be required by legal proceedings;

b. A nameplate of the occupant of the residence provided that the nameplate has been approved by the Board.

Section 5. Mail Boxes. Subject to the regulations of the United States Post Office, the Board and Architectural Committee shall determine the location, color, design, lettering and all other particulars of all mail or paper delivery boxes and standards and brackets and name signs so all are uniform in appearance.

Section 6. Rubbish, Garbage and Wood Storage. No Lot shall be used in whole or part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion, any noise, or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at any time in view of an adjacent street. Grass, shrub and tree clippings and all garbage or trash shall be kept in trash receptacles or removed from the premises immediately. No garbage or trash shall be placed or kept on any property within the subdivision, except in covered containers, which have been placed by the Association or approved by the Board. All rubbish, trash or garbage shall be removed from the Dwelling Units and shall not be allowed to accumulate thereon. No incinerators shall be allowed.

Section 7. Animals. No animals of any kind shall be raised, bred or kept, except that a reasonable number of generally recognized house pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All animals must be kept under leash or controlled at all times so that they will not interfere with any Owner's use and enjoyment of the Common Areas, and it shall be the responsibility of all pet Owners to clean up after their pets. No pets are allowed in the pool and recreation areas, and at night all pets must be kept in their Owner's Dwelling Unit. 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 this Section, a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable.

Section 8. Unsightly articles. No unsightly articles shall be permitted which are visible from adjoining dwelling units or from the street or public way. The Board shall have the sole discretion in determining if any activity by an Owner, his family, invitees or lessees is in violation of this section.

Section 9. Noise. No noxious, loud or offensive activity shall be carried on in any Unit or in the Common Areas.

Section 10. Shrubs, Trees and Grasses. No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such places as to cause a traffic hazard. All trees and other vegetation planted on any Lot shall be kept trimmed to a height which will not materially interfere with views from neighboring Lots.

Section 11. Vehicle Storage. Parking of vehicles within the Association property shall be limited to wheeled, self-propelled, non-commercial, motorized vehicles not exceeding 235 inches in overall length and 84 inches in height. For purposes of loading and unloading, larger vehicles may be parked for a period of four hours. Vehicles shall be parked within the lined parking spaces. No vehicle shall occupy more than a single parking space. No vehicle is to be serviced or repaired upon any portion of the Association property. Non-operative motor vehicles may not be stored or kept on any portion of the Association property. No owner or renter shall use any vehicle located on the property as either a temporary or permanent residence. There shall be no sleeping or food preparation in any parked vehicle. Exceptions to these parking regulations may be made only by written permission of the Board of Directors or by whomever the Board may appoint to carry out this regulation.

Section 12. Antennas and Exterior Additions. No exterior antennas or other devices for the transmission or reception of television or radio signals including satellite dishes shall be erected or maintained except as initially designed or installed without prior written authorization of the Association. Further, no other exterior devices or additions other than initially installed shall be constructed on the exterior of a Dwelling Unit (including the roof) without the written authorization of the Association.

Section 13. Clotheslines. No clotheslines shall be erected or maintained upon the Property, nor shall any portion of the Common Areas be used for drying personal articles belonging to the Owners, guests, tenants, or invitees.

Section 14. Common Areas.

a. Within drainage-ways, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow or which may obstruct or retard the flow of water.

b. All Common Areas shall be managed in compliance with the Pima County Zoning Ordinances.

Section 15. Native Growth. The natural growth on the Properties shall not be destroyed or removed without the consent of the Board of Directors and the Maintenance Committee. If natural growth is removed without such consent, the Board and the Maintenance Committee may require the replacing or replacement of same, the cost thereof to be borne by the Owner responsible for such removal.

Section 16. Right of Inspection. During reasonable hours, any member of the Board of Directors of the Association, or any authorized representative thereof, shall have the right to enter upon and inspect any of the Properties (except the interior of Dwelling Units) for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE XIII PARTY WALLS

Section 1. General rules of Law to Apply. Each wall built as a part of the original construction of a building upon the Properties and placed on the dividing line between lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire and Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it and is hereby granted a permanent access easement for such restoration. The Owners of the Lots which are divided by the wall shall share equally in the cost of any repair, maintenance and/or replacement thereof.

Section 3. Negligent Damage. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes a party wall to be damaged shall bear the whole cost of repairing all such damage.

Section 4. Right to Contribution Runs with 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 Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator and the two (2) arbitrators shall choose a third (3) arbitrator, and the dispute shall be decided by a majority of all the arbitrators.

Section 6. Private Agreements. Private agreements between Owners may not modify the provisions of this Article.

Section 7. Eaves, Steps, Open Porches. For purposes of this Article, eaves, steps and open porches shall not be considered to be part of any building.

**ARTICLE XIV
GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. The prevailing party in any Court action shall be awarded reasonable attorney's fees and costs.

a. No delay or omission on the part of the Association or any Member in exercising its right to enforcement hereunder shall be construed as a waiver of any breach of any of the restrictions and covenants herein contained or acquiescence in any breach hereof and no right of action shall accrue against the Board of Directors, the Association or any Member for their neglect or refusal to exercise such right of enforcement, nor shall any right of action accrue against the Declarant for including herein provisions, conditions restrictions or covenants which may be unenforceable.

b. No breach of the foregoing provisions, conditions, restrictions and covenants shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Properties acquired by any person through foreclosure for any breach occurring after such acquisition.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any others, which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by a majority vote of all Owners entitled to vote at any regular or special meeting called for that purpose.

Section 4. Term. The aforesaid provisions, conditions, restrictions and covenants, and each of them, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 2025, at which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. Age Restrictions. Each Dwelling Unit shall be occupied by at least one person who is no less than fifty-five (55) years of age. *This section is a restriction on the age of occupants of dwelling units and is not a restriction on the age of owners of dwelling units; provided, however, an owner under the age of fifty-five (55) years, in order to occupy a dwelling unit, must comply with the requirements of the first sentence of this section, Section 5. Should the qualifying spouse die, and leave the dwelling unit to the surviving spouse or other companion previously residing with the decedent, then provided such surviving spouse or other co-habitant is at least 45 years of age or older the surviving spouse or co-habitant may remain the occupant of the dwelling unit without the violation of these CC&Rs. All rental and/or investment units must also be in compliance with this section. No person under eighteen (18) years of age shall reside in any Dwelling Unit for more than 30 days in any one calendar year.*

Section 6. Compliance. All covenants, conditions, provisions and restrictions contained herein or any amendments thereto are subject to any and all other applicable federal, state and local governmental rules and regulations.

Section 7. 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 rule against perpetuities as set forth in the laws of the State of Arizona.

Section 8. 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.

Section 9. Captions. All captions and titles used in this 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 10. Right to Change Project Name. For purposes of this Declaration, the project has been named Green Valley Resort Homes. Declarant hereby reserves the right to change the name of the project to any other name of its choosing at any time in the future.

Section 11. Green Valley Recreation, Inc. The Association, and all Owners acknowledge that the property is subject to the Declaration of Covenants, Conditions and Restrictions recorded at *Docket Book 5900, Page 894*, Pima County Recorder's Office, which, among other things, requires participation in Green Valley Recreation, Inc. The Association is hereby constituted the irrevocable agent and attorney-in-fact for all Owners with respect to matters arising out of said Declaration of Covenants, Conditions and Restrictions, including but not limited to enforcing compliance with terms of said Declaration, collecting and pay charges and assessments due under said Declaration and exercising voting rights on behalf of the Property in the Green Valley Recreation, Inc.

Section 12. Binding Effect. By acceptance of a deed or acquiring any ownership interest in any of the Property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, bind himself and 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 amendments thereof. In addition, each such person doing so thereby acknowledges that this Declaration sets forth a general scheme of the Property and hereby evidences his intent that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding upon all subsequent and future Owners, 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 13. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney fees, reasonably incurred by or imposed upon, any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and a liability to other

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MRB
DEPUTY RECORDER
1562 PE-2

REZMS
EZ-BROWN
PICK UP



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PAGE: 3817
NO. OF PAGES: 2
SEQUENCE: 20090340879
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AMEN 18:00
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AMOUNT PAID \$ 9.00

180 W. Magee, Suite 164
Tucson, Az 85074

CERTIFICATE OF AMENDMENT TO DECLARATION RELATING TO VOTING

This Amendment to Declaration relating to Voting is made and executed as of February 17, 2009 by Green Valley Resort Homes Association ("Association").

BACKGROUND

A. The Declarant recorded the Declaration of Covenants, Conditions, Restrictions, Assessments, Changes, Servitudes, Liens, Reservations and Easements for Green Valley Resort Homes in Docket 11784, Pages 2693 – 2715, Official Records of Pima County, Arizona ("Declaration"). The Declaration subjects certain real property located in Pima County, Arizona consisting of various single family lots and related common area tracts depicted on the Plat to the Covenants, Conditions, Restrictions, Liens, and Easements as more fully set forth in the Declaration and the other Project Documents.

B. Pursuant to Article XIV, Section 3 of the Declaration, the Members shall have the right to amend the Declaration by an affirmative vote of the Members casting fifty-one percent (51%) of the total votes held by Owners and fifty-one percent (51%) of the votes held by Interval Unit Owners.

C. Capitalized items used but not defined in this Amendment will be ascribed the meanings specified in the Declaration.

AMENDMENT RELATING TO VOTING

Pursuant to the Declaration, the Members amend the Declaration as follows:

Article XIV, Section 3 is deleted in its entirety.
The following is the new Article XIV, Section 3:

Section 3. Amendment. This Declaration may be amended by affirmative vote of two-thirds ($\frac{2}{3}$) of a quorum of the members of Green Valley Resort Homes, Inc. either voting in person, by absentee ballot or other means of delivery at any duly noticed and convened regular or special meet called for such purpose.

11-00142 0102614

CERTIFICATION

At an election duly called and held pursuant to the provisions of the Articles and By-Laws, the undersigned President of Green Valley Resort Homes Association hereby certifies that this *Amendment Relating to Voting* was approved by an affirmative vote of the Members casting fifty-one percent (51%) of the votes.

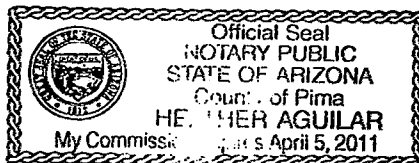
By: *Charles Lamb*
Charles Lamb, President

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of February 2009, by *Charles Lamb* the *President* of Green Valley Resort Homes Association, who executed the foregoing on behalf of the Corporation, being authorized so to do for the purposes therein contained.

Heather Aguilar
Notary Public

My Commission Expires:
April 5, 2011



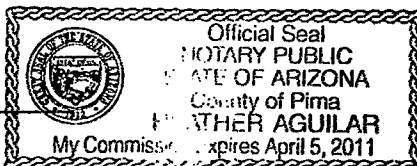
ATTEST
Kenneth Hile
Secretary

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of February 2009, by *Kenneth Hile*, the *Secretary* of Green Valley Resort Homes Association, who executed the foregoing on behalf of the Corporation, being authorized so to do for the purposes herein contained.

Heather Aguilar
Notary Public

My Commission Expires:
April 5, 2011



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