

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND GRANT AND RESERVATION OF EASEMENTS  
OF  
GREEN RIDGE SUBDIVISION**

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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND GRANT AND RESERVATION OF EASEMENTS  
OF  
GREEN RIDGE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS OF GREEN RIDGE SUBDIVISION (this "Declaration") is made this day of February, 2016, by the owners (the "Owners") of the real property described as:

Green Ridge Lots 1 through 38 and Common Area "A", a subdivision of Pima County, Arizona, as recorded in Book 47 of Maps and Plats at page 54 in the office of the Pima County Recorder, Pima County, Arizona (referred to herein as the "Property").

**RECITALS**

**WHEREAS**, the Declarant executed the *Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Green Ridge Subdivision*, which was recorded on August 25, 1995, in Docket 10115 at page 502 *et seq.*, office of the Pima County Recorder (the "Original Declaration"); and

**WHEREAS**, the Declarant executed the *Amendment to Declaration of Covenants, Conditions and Restrictions to Green Ridge Subdivision*, which was recorded on October 26, 1998, in Docket 10909, Page 1739 *et seq.*, office of the Pima County Recorder; and

**WHEREAS**, the Declarant executed the *Second Amendment to Declaration of Horizontal Property Regime Together with Covenants, Conditions and Restrictions for Green Ridge HOA*, which was recorded on May 17, 2000, in Docket 11300, Page 991 *et seq.*, office of the Pima County Recorder; and

**WHEREAS**, the Owners approved the *Certificate of Third Amendment to Declaration of Covenants, Conditions and Restrictions of Green Ridge Homeowners Association*, which was recorded on February 20, 2003, in Docket 11991, Page 5851 *et seq.*, office of the Pima County Recorder; and

**WHEREAS**, the Owners approved the *Certificate of Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Green Ridge Subdivision*, which was recorded on May 31, 2012, at Sequence #20121520687, office of the Pima County Recorder; and

**WHEREAS**, this Declaration amends and restates in their entirety: the Original Declaration and all amendments thereto; and

**WHEREAS**, the Owners of at least 75% of the Lots within the Property have approved the adoption of this Declaration.

1       **NOW THEREFORE**, the Owners hereby declare that the Property is and shall be  
2 held, conveyed, encumbered, leased, and used subject to the following covenants,  
3 conditions, uses, restrictions, limitations, obligations, easements, equitable servitudes,  
4 charges and liens (hereinafter collectively referred to as the "Restrictions"), all of which  
5 are for the purpose of enhancing and protecting the value, desirability and attractiveness  
6 of the Property. The Restrictions set forth herein shall run with the Property, shall be  
7 binding upon all persons having or acquiring any right, title or interest therein, and shall  
8 inure to the benefit of, be binding upon and enforceable by all Owners, the Association  
9 and their successors and assigns in interest.  
10

## 11                                   **ARTICLE I - DEFINITIONS**

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

14       **Section 1.01. "Articles"** shall mean the Articles of Incorporation of the Association  
15 and amendments thereto which are or shall be filed in the Office of the Arizona  
16 Corporation Commission.

17       **Section 1.02. "Association"** shall mean GREEN RIDGE HOMEOWNERS  
18 ASSOCIATION OF PIMA COUNTY, an Arizona non-profit corporation, its successors and  
19 assigns.

20       **Section 1.03. "Board"** shall mean the Board of Directors of the Association.

21       **Section 1.04. "Bylaws"** shall mean the Bylaws of the Association, together with  
22 any amendments thereto.

23       **Section 1.05. "Common Area(s)" or "Common Property"** shall mean all real  
24 property designated as "Common Area A" (Private Roads) on the Plat as defined in  
25 Section 1.18 hereof, whether improved or unimproved, owned by the Association for the  
26 common use and enjoyment of the Owners. Common Property shall also include any real  
27 or personal property now or hereinafter owned by or leased by the Association, and any  
28 other portions of the Property which the Association agrees to maintain for the benefit of  
29 the Members.

30       **Section 1.06. "Declarant"** shall mean TITLE GUARANTY AGENCY OF  
31 ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-1281, its  
32 nominees, successors or assigns while title holder of any Lot either as the original Owner  
33 or Owner by reacquisition.

34       **Section 1.07. "Declaration" or "Restrictions"** shall mean this instrument and any  
35 amendment hereto or restatement hereof.

36       **Section 1.08. "Developer"** shall mean R. B. PRICE & COMPANY, INC., an  
37 Arizona corporation, its nominees, successors or assigns.

38       **Section 1.09. "Dwelling Unit" or "Unit"** shall mean any improvements placed  
39 within the confines of any Lot.

1       **Section 1.10. "Eligible Mortgage Holder"** shall mean a holder of a First Mortgage  
2 on a Lot who has requested notice of certain actions in accordance with Section 9.12(1).

3       **Section 1.11. "First Mortgagee"** shall mean the holder of any mortgage under  
4 which the interest of any Owner of a Lot is encumbered and which mortgage has first and  
5 paramount priority (referred to herein as a First Mortgage), subject only to the lien of  
6 general or ad valorem taxes and assessments.

7       **Section 1.12. "Governing Documents"** shall mean this Declaration, the Articles  
8 of Incorporation and Bylaws of the Association, the Design Guidelines and the Rules, as  
9 same may from time to time be amended.

10       **Section 1.13. "Lot" or "Lots"** shall mean and refer to any numbered parcel of real  
11 property shown on the Plat, together with the Dwelling Unit, if any, thereon.

12       **Section 1.14. "Member"** shall mean and refer to every person and/or entity that  
13 holds membership in the Association.

14       **Section 1.15. "Mortgage"** shall mean any mortgage, deed of trust or other security  
15 instrument by which a Lot or any part thereof is encumbered.

16       **Section 1.16. "Natural Open Space"** shall mean a land area, unimproved and not  
17 occupied by any structures or manmade elements, set aside for the conservation of  
18 permanent, undisturbed open space.

19       **Section 1.17. "Owner(s)" or "Homeowner(s)"** shall mean a record holder of  
20 beneficial or equitable title, and legal title if legal title has merged with the beneficial or  
21 equitable title, to the fee simple interest in any Lot. Owner shall not include: (a) persons  
22 having an interest in a Lot merely as security for the performance of an obligation; or (b) a  
23 Tenant of a Lot. An Owner shall include any person who holds record title to a Lot in joint  
24 ownership or as an undivided fee interest.

25       **Section 1.18. "Person"** shall mean a natural individual or any other entity with the  
26 legal right to hold title to real property.

27       **Section 1.19. "Plat"** shall mean, the subdivision plat recorded in Book 47 of Maps  
28 and Plats at Page 54, in the office of the County Recorder of Pima County, Arizona, under  
29 the name "Green Ridge Subdivision".

30       **Section 1.20. "Property" or "Subdivision"** shall mean all that real property  
31 identified in the Plat.

32       **Section 1.21. "Rules"** shall mean the rules adopted by the Board pursuant to  
33 Section 5.06 of this Declaration.

34       **Section 1.22. "Visible from Neighboring Property"** shall mean, with respect to  
35 any given object, that such object is or would be visible to a person six feet tall, standing  
36 at ground level on any part of the Property.



## ARTICLE II - USES AND RESTRICTIONS

All property within the subdivision shall be held, used and enjoyed, subject to the following limitations and restrictions:

**Section 2.01. Private Residential Purposes.** Lots shall be occupied and used by the respective Owners solely for private single family residential use of the Owner, his family, tenants and social guests and for no other purpose.

**Section 2.02. Business Activities.** No gainful occupation, profession, trade or other non-residential use shall be conducted on the Property except for home business activities that meet the following criteria:

A. Criteria for Home Business. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in any Lot may conduct business activities within the Lot 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 Lot; (B) the business activity conforms to all zoning requirements and any other governmental requirements for the Property; (C) the business activity does not involve any person conducting such business who does not reside in the Lot or door-to-door solicitation of residents of the Property; (D) the existence or operation of the business does not increase that Lot's use of Common Area facilities over the standard for a single family dwelling; (E) the existence or operation of the business does not require more than a reasonable number of customers or delivery trucks to visit the Lot; and (F) the business activity does not constitute a nuisance, or a hazardous or offensive use, or cause the owners to violate any other provisions of this Declaration, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

B. Pertinent Definitions. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally-accepted meanings.

C. Yard Sales or Garage Sales. Yard sales, garage sales and estate sales are allowed only in accordance with guidelines that shall be set forth in the Rules.

**Section 2.03. Leasing.** No room or rooms in any Dwelling Unit may be rented or leased; however, any Owner may rent his/her entire Dwelling Unit subject to the following requirements and conditions:

A. Obligations of Tenants. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to tenants. The Owner shall provide his tenant with copies of the Governing Documents. In the event the Owner fails to do so,

the Association may provide copies to the tenant and charge the Owner the cost of doing so.

B. Requirements for Leases. All leases shall be in writing and shall specifically provide:

1) The lease is subject in all respects to the provisions of the Governing Documents.

2) The failure of the tenant to comply with the terms and conditions of the Governing Documents constitutes a material default of the lease, and the Owner shall be entitled to reenter and retake possession of the premises pursuant to the provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 et seq.

3) All leases shall be for a minimum of 30 days.

C. Notification to Association. Within 15 days of lease inception, an Owner leasing his Lot shall give the Association, in writing, the name of the tenant of the Lot and such other information as the Association may reasonably require.

D. Enforcement of Leasing Restrictions. An Owner shall be responsible for any violation of the Governing Documents by his lessee or tenant or any other persons residing in the Lot, and their guests or invitees. In the event of any violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

**Section 2.04. Antennas and Exterior Additions.** No exterior antennas or other devices for the transmission or reception of radio and television signals shall be erected or maintained on the Property without prior written authorization of the Architectural and Landscape Review Committee. Further, no exterior devices, additions, structures or accessory buildings other than initially installed by Developer shall be constructed on the exterior of a Dwelling Unit without the prior written authorization of the Architectural and Landscape Review Committee.

**Section 2.05. Solar Devices.** No solar devices, of any type, shall be erected or installed on any Lot without the prior review and written approval of the Architectural and Landscape Review Committee as set forth in Article IV herein. The Architectural and Landscape Review Committee shall not prohibit the installation of solar devices on any Lot, however, it may require reasonable screening and shall maintain control of all color selections except for solar collection surfaces.

**Section 2.06. Signs.** No sign of any kind shall be on a Lot or Common Area without the prior written approval of the Board of Directors except:

A. Such signs as may be required by legal proceedings;

B. Security signs;

C. Such signs as may be approved by the Architectural and Landscape Review

D. Committee indicating a Dwelling Unit is for sale or lease; and

E. Open House" signs which are in place not more than two hours before and after the time of the event.

No sign may exceed more than three square feet in size. The placement of any sign shall not obstruct sidewalks or any other area of public access. If the Owner(s) of any Lot wishes to sell or rent, the Owner or his/her Realtor, with the Owner's permission, may erect one commercially-produced "For Sale" or "For Rent" sign of industry standard size (18" x 24") on the Lot. Said sign shall be removed within one week after close of escrow. The sign shall be the standard type used by real estate professionals without additional advertising or adornment, except one sign rider that does not exceed 6" x 24". Political signs are only allowed in accordance with State of Arizona statutes. Where the Committee's approval is required, it shall approve the nature, composition, number, size and location of all signs.

**Section 2.07. Animals.** No animals of any kind shall be raised, bred, or kept on the Property, except (i) that a reasonable number of generally recognized house or yard pets may be kept. None of the aforementioned animals shall be kept, bred or maintained for any commercial purpose. No animals shall be allowed to become a nuisance. A "reasonable number" as used in this Section shall ordinarily mean no more than two pets per Dwelling Unit; 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 2.08. Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property without the prior written approval of the Board. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

**Section 2.09. Landscape Treatment.** All improvements (e.g., Dwelling Units, driveways, yards, pools, enclosures, etc.) on the Property shall be designed, to the extent feasible and reasonable, to preserve in-place significant trees and cacti. No grading, site disturbance, enclosures, or site improvements shall extend into that portion of a Lot platted as "Natural Open Space".

Particular attention shall be paid to the preservation in-place of saguaro cacti of a height of six feet or greater. Each saguaro cacti of such height that is removed from the Property shall be replaced, on the Property or within the subdivision boundaries, with five

nursery grown saguaros; for each saguaro of such height that is moved and relocated on the Property or subdivision, an additional two nursery grown saguaros shall be planted within the Lot or within the subdivision boundaries.

Concurrent with the submittal of architectural and landscape plans, a Vegetation Preservation and Salvage Plan for the Property shall be required to be submitted for review by the Architectural and Landscape Review Committee. The Vegetation Preservation and Salvage Plan shall be prepared by a qualified professional (i.e., horticulturist or landscape architect) and shall indicate the extent of the proposed graded or enclosed areas, the location of saguaro cacti of 6' height or greater; the location, size and species of trees with a trunk diameter of 4"-12"; and other vegetation proposed for preservation or salvage. Vegetation shall be evaluated in accordance with the standards set forth in the "*Green Ridge Subdivision Vegetation Preservation Plan*"; no plans for the Property shall be approved by the Architectural and Landscape Review Committee without a Vegetation and Salvage Plan that has been found to meet or exceed the standards and requirements of that document. When the Plan has been approved, the Architectural and Landscape Review Committee shall provide the Lot Owner with a letter of approval. The approval letter and a copy of the approved Vegetation and Salvage Plan will be required to be submitted at the time of application to Pima County for a building and/or grading permit.

All landscaping and planting on the Property shall consist of preserved existing native vegetation, salvaged and relocated native vegetation, and low water use and low pollen producing vegetation as listed in the approved plants lists in the Design Guidelines of Green Ridge Subdivision, or otherwise approved in writing by the Architectural and Landscape Review Committee.

**Section 2.10. Drainage.** There shall be no interference with the established drainage pattern over the Property, unless adequate provision is made for proper drainage with: (A) prior written approval of the Architectural and Landscape Review Committee, (B) conformance to Pima County regulations, ordinances and drainage criteria; and (C) approval by the applicable governing body or its duly appointed representative. For purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Property is completed, or which is shown on the Plat or on any plans conforming to applicable rules, regulations, ordinances and drainage criteria approved by the applicable governing body or its duly appointed representative.

**Section 2.11. Unsightly Articles.** No unsightly articles shall be permitted to remain so as to be Visible from Neighboring Property or from the street or public way. Landscape clippings shall be promptly discarded off the Property, and all machinery, storage piles, wood piles, garbage or trash containers shall be kept within an enclosed structure or appropriately screened from view of neighboring property or from streets or public ways except when necessary for collection; provided, however, any such structure

1 or screen shall be subject to the Architectural and Landscape Review Committee's review  
2 and prior written approval pursuant to Article IV. The Architectural and Landscape Review  
3 Committee shall have sole discretion in determining if any activity by an Owner is in  
4 violation of this Section.

5 **Section 2.12. Trash Containers.** No garbage or trash shall be placed or kept on  
6 the Property, except in covered containers of a type, size and style which have been  
7 approved in writing by the Architectural and Landscape Review Committee or are required  
8 by governmental authorities. All rubbish, trash or garbage shall be removed from the Lots  
9 and shall not be allowed to accumulate thereon. No incinerators shall be allowed.  
10 Trash/garbage containers shall be placed at curb side only on days of scheduled  
11 collection and shall be removed from view on the same day of collection. The Architectural  
12 and Landscape Review Committee shall have sole discretion in determining if any activity  
13 by an Owner is a violation of this Section. The Board of Directors may engage a single  
14 company for trash removal and recycling services, and the Board shall decide and notify  
15 the Owners whether each household shall contract with the single company selected and  
16 pay directly, or whether the Association will have a single contract with the company  
17 selected, with the costs included in the Association's annual assessment. The Board may  
18 adopt rules and regulations governing all matters pertaining to trash removal and recycling  
19 services.

20 **Section 2.13. Right of Inspection.** During reasonable hours, any member of the  
21 Board, or any other designated Association representative shall have the right upon  
22 reasonable notice to the Owner of a Lot to enter upon and inspect the Property (except  
23 the interior of Dwelling Units), for the purpose of ascertaining whether or not the  
24 provisions of this Declaration have been or are being complied with, and such persons  
25 shall not be deemed guilty of trespass by reason of such entry.

26 **Section 2.14. Vehicles/Garages.** Parking is permitted in garages or paved  
27 driveways only except for guest parking. However, there shall be no overnight parking on  
28 the street. The use of all vehicles, including but not limited to recreational vehicles, trucks,  
29 automobiles, bicycles and motorcycles shall be subject to the Rules, which may prohibit or  
30 limit the use thereof, provide parking regulations, or generally regulate same. For the  
31 purposes of this Section, "recreational vehicle" includes motor homes, trailers, boats, and  
32 similar vehicles. Any and all items stored in a garage area shall be stored so as not to be  
33 Visible from Neighboring Property or from the streets or public way. Garage doors shall  
34 be kept closed at all times, except as may be reasonably necessary for ingress, egress  
35 and normal day-to-day activities which require the utilization of the garage. The garage  
36 area of each Dwelling Unit is for the sole purpose of parking vehicles and storage as  
37 herein provided. At no time shall there be any outside storage of motor vehicles in stages  
38 of construction, reconstruction, modification; or rebuilding of parts of motor vehicles such  
39 as frames, bodies, engines or other parts or accessories. Further, the storage or parking  
40 of any motor home or other recreational vehicle, commercial vehicle, or boat, other than

completely within the Dwelling Unit's garage is prohibited with the following exceptions:

- A. Parking of motor homes is permitted for up to five (5) consecutive days for the purpose of loading or unloading for trips.
- B. Commercial vehicles performing services for an Owner are allowed to park for the day(s) of service only.
- C. Single event variances can be requested and approved by the Board of Directors with a majority of the Board vote.

**Section 2.15. Clothes Lines.** No exterior clothes lines shall be erected or maintained, and there shall be no outside laundering or drying of clothes.

**Section 2.16. Diseases and Insects.** No Owner shall permit anything or any condition to exist upon the Property which shall induce, breed or harbor infectious plant diseases, noxious insects, or rodents.

**Section 2.17. Beginning and Completion of Construction; Damage.** An Owner of a Lot shall be under no time constraints to commence Architectural Improvements upon his Lot. However, construction of Architectural Improvements on a Lot shall be pursued diligently from the commencement thereof until completion, and must be completed one year from the commencement of construction. Any structure damaged by fire or other cause shall be repaired, replaced or removed within three (3) months from the time of damage, unless a longer period is approved by the Architectural and Landscape Review Committee.

## **ARTICLE 111 - EASEMENTS, COMMON AREA**

**Section 3.01. Easement for Encroachments.** Each Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer, including roadways, drainage facilities, footings and walls thereon. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event Dwelling Units are partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments on parts of the adjacent Lot or Common Area due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

**Section 3.02. Common Area {Association Maintained}.** Shown on the Plat as defined in Section 1.18 is Common Area "A" (Private Roads). All maintenance of said Common Area, and any improvements constructed thereon, shall be performed by the Association, and in furtherance thereof, the Association shall have the right to enter upon said Common Area for the purpose of performing such maintenance.

**Section 3.03. Natural Open Space, Bufferyards, Setbacks.** Shown on the Plat as defined in Section 1.18 is a shaded area identified as Natural Open Space. This area is set aside for the conservation of permanent, undisturbed open space, and shall remain

1 unimproved and unoccupied by any structures or manmade elements. Also shown are  
2 various bufferyards and setbacks. Owners of Lots shall observe all bufferyards and  
3 setbacks affecting their Lots.

4 **Section 3.04. Utility Easements (Owner Maintained).** Shown on the Plat as  
5 defined in Section 1.18 are Public Drainage Esm'ts, Tucson Water Esm'ts and TEP & US  
6 West Esm'ts. The Owners of Lots so encumbered shall be responsible for keeping those  
7 areas free and clear from all debris, refuse and any other foreign matter which shall in any  
8 way interfere with or hinder the use of the areas as originally constructed.

9 **Section 3.05. Private Drainage Easements (Owner Maintained).** Private  
10 drainage easements may be established by separate instrument duly recorded over and  
11 across certain Lots for the exclusive use and benefit of other Lot Owners. Each Owner of  
12 a Lot on which a private drainage easement is established and which is not maintained by  
13 the Association as provided for in Section 3.02 above shall be responsible for maintaining  
14 that easement and keeping it free and clear from all debris, refuse and any other foreign  
15 matter which shall in any way interfere with or hinder the free flow of water in the  
16 easement as originally constructed. In the event of the failure of any Lot Owner to so  
17 maintain a private drainage easement, the other Lot Owners/parcel owners benefitted by  
18 such easement(s) shall have no cause of action against the Association, but shall proceed  
19 solely against that Lot Owner.

20 **Section 3.06. Common Area Blanket Utility Easement.** In addition to those  
21 specific easements shown on the Plat, there is hereby created a blanket easement upon,  
22 across, over and under the Common Area for ingress, egress, installation, replacing,  
23 repairing and maintaining all utility and service lines and systems, including, but not  
24 limited to, water, sewers, gas, telephones, electricity, television cable or communications  
25 lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the  
26 providing utility or service company to install and maintain facilities and equipment on the  
27 Common Area and to affix and maintain wire, circuits and conduits on, in, and under the  
28 Common Area. Notwithstanding anything to the contrary contained in this Section, no  
29 sewers, electrical lines, water lines, or other utilities or service lines may be installed or  
30 relocated on the Property except as initially designed and installed by Developer or  
31 thereafter approved by the Board. This easement shall in no way affect any other  
32 recorded easements on the Property. In no event shall any portion of the above  
33 mentioned easements for utilities be construed to authorize the placing or installing of  
34 sewers, electrical lines, water lines or other utilities under any permanent building  
35 structure constructed on the Property.

36 **Section 3.07. Easement for Improvements.** Developer may have constructed  
37 improvements, including but not limited to, driveways, walkways, drainage structures, etc.,  
38 as a part of, or for the use of, a particular Dwelling Unit which may encroach upon or  
39 encompass portions of the Common Area or adjacent Lots. Wherever such  
40 encroachments on the Common Area or adjacent Lots should occur, the Owner of the

1 Dwelling Unit involved shall have, subject to the conditions hereinafter set forth, a  
2 perpetual permanent right for such improvements to encroach upon the involved portions  
3 of the Common Area or adjacent Lots. In consideration thereof, such Owners agree to  
4 maintain and keep in repair any improvements encroaching upon the Common Area or  
5 adjacent Lots which were constructed for the use of their Lot.

6 **Section 3.08. Electrical Service and Telephone Lines.** All electrical service and  
7 telephone lines shall be placed underground and no outside electrical lines shall be  
8 placed overhead, except existing overhead lines; provided that no provisions hereof shall  
9 prohibit the erection of temporary power or telephone structures incidental to construction.

#### 10 11 **ARTICLE IV - ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE**

12 **Section 4.01. Composition of Committee.** The Architectural and Landscape  
13 Review Committee shall consist of at least three (3) to a maximum of seven (7) persons  
14 appointed by the Board. At least one of the Committee members must be a Board  
15 member who shall serve as chairperson of the Committee. A majority of the Committee  
16 may designate a representative to act for it.

17 **Section 4.02. Review by Committee.** No structure, improvement, or any  
18 attachment to an existing structure shall be made or constructed upon the Property  
19 (except by the Association upon the Common Area), and no alteration of the exterior of a  
20 structure or improvement shall be made, and no change in the final grade, removal of  
21 vegetation, nor the installation of any landscaping to any part of the Property, except the  
22 Common Area, shall be performed, unless complete plans, specifications, and a  
23 Vegetation Preservation and Salvage Plan, including a construction schedule therefor,  
24 shall have first been submitted to and approved in writing by the Architectural and  
25 Landscape Review Committee. The Architectural and Landscape Review Committee shall  
26 exercise its best judgment to the end that all attachments, improvements, construction,  
27 vegetation preservation and salvage, landscaping, and alterations to existing grades or  
28 structures on lands located within the Property (collectively referred to herein as  
29 "Architectural Improvements") conform to and harmonize with the existing surroundings  
30 and structures. Decisions of the Architectural and Landscape Review Committee are  
31 binding and conclusive.

32 **Section 4.03. Procedures.** The Architectural and Landscape Review Committee  
33 shall, in writing, approve or disapprove all plans within thirty (30) days after submission  
34 and issuance by the Association of a receipt therefor. Failure of the Committee to notify  
35 the applicant regarding approval or disapproval of a plan within thirty (30) days of the date  
36 of shall be deemed denial of the submittal. The applicant may then resubmit his or her  
37 request for approval.

38 **Section 4.04. Vote.** A majority vote of the Architectural and Landscape Review  
39 Committee is required to approve a proposed change or improvement, unless the  
40 Committee has designated a representative to act for it, in which case the decision of the



representative shall control.

**Section 4.05. Appeal.** Any Owner whose proposal has been disapproved or has received a decision that he or she considers adverse, may appeal the decision to the Board of Directors within 30 calendar days of receipt of the original decision. The appeal must be in writing and state the reasons for the request for reconsideration or appeal of the Architectural and Landscape Review Committee's decision and the relief requested. The Board shall set the appeal for a closed meeting unless the applicant requests an open Board meeting. The Board shall give the applicant and any interested party or parties notice of said hearing. The applicant and any other interested party or parties may testify and present evidence at the hearing. The date of the hearing shall not be sooner than 10 days nor later than 20 days following the receipt by the Board of the appeal. The Board shall issue a written decision within seven days after the hearing has been completed. Failure to do so shall mean that the original decision is affirmed. Decisions of the Board in this regard shall be binding and conclusive.

**Section 4.06. Liability.** Neither the Association nor any members of the Architectural and Landscape Review Committee shall be responsible in any way for any defects in any plans, specifications or construction details submitted for review, nor for any structural defects in any building or structure erected according to such plans, specifications or construction details nor for any failure of the Architectural and Landscape Review Committee, the Association or any person to discover any such defect or, if discovered, to provide a warning of any such defect. Nor shall the Association nor any members of the Architectural and Landscape Review Committee be liable for damages or otherwise to any person submitting requests or plans for approval, or to any Owner of land subject to these Restrictions, by reason of any action, mistake in judgment, negligence, failure to act, approval, disapproval or failure to approve or disapprove with respect to any matter within their jurisdiction under the terms of this Declaration. Any Owner submitting plans to the Architectural and Landscape Review Committee, and any Owner, by acquiring title to any Lot, waives his claim for damages or other relief arising under the architectural review process established in this Declaration or by the Board of Directors.

**Section 4.07. Variance.** The Architectural and Landscape Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article II hereof, or the Design Guidelines, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained in this Article or Article 11 hereof, or the Design Guidelines. Such variances or adjustments shall be in writing, and shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the Property, and shall be subject to conformance with applicable building codes; and shall not militate against the general intent and purpose hereof.

**Section 4.08. Nonconforming Architectural Improvements.** In the event that the Architectural Improvements do not, upon the proposed date set forth in the construction

schedule, conform to the plans submitted to and approved by the Architectural and Landscape Review Committee, the Committee shall give written notice to the Owner of the property upon which such Architectural Improvements have been made. Such notice shall specify the nature of the nonconformity of the Architectural Improvements and shall grant the Owner a hearing before the Architectural and Landscape Review Committee.

If an Owner has not, within 60 days of the mailing or delivery of the written notice, corrected the nonconformity of the Architectural Improvement, then the Association shall have the right (but not the obligation) and an easement to direct its agents, employees or contractors to enter upon the said Owner's property for the purpose of making any or all of such improvements, alterations, or repairs as are necessary to bring the Owner's Architectural Improvements into conformity with the plans submitted to and approved by the Architectural and Landscape Review Committee.

All costs incurred by the Association in the course of the Architectural and Landscape Review Committee's efforts to bring nonconforming Architectural Improvements into conformity with the approved plans as provided above, including costs of labor, materials and all associated administrative costs reasonably incurred by the Association in connection therewith, shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien on such Owner's Lot and the improvements thereon, and shall be enforceable and collected as provided for in Article IX hereof.

**Section 4.09. Color; Building Materials.** Without limiting the foregoing, no color schemes, materials, composition or products, whether in original construction or in later changes, shall be used or permitted without the prior written approval of the Architectural and Landscape Review Committee.

**Section 4.10. Broad Discretion of Architectural and Landscape Review Committee.** In reviewing plans for alterations, modifications, additions or other changes to a structure upon a Lot, the Architectural and Landscape Review Committee shall exercise its discretion in deciding whether or not an alteration or modification is in harmony with the overall scheme of the Property. The Architectural and Landscape Review Committee shall have the right to deny alterations or modifications for purely aesthetic reasons if the Committee considers the alteration or modification to be unattractive in relation to the overall scheme of development; or if the Committee considers the alteration or modification to be a nuisance or upset of design; or if the Committee considers the alteration or modification to be in contrast to or out of harmony with the style of existing structures; or if the physical views of the Property will be materially and substantially disrupted by the alteration or modification; or if the Committee determines the Vegetation Preservation and Salvage Plan does not meet the established standards in the Property. The Architectural and Landscape Review Committee may elicit the opinion of other Owners, including the neighbors of the Owner submitting the Plan for alteration or modification, as to the conformity and harmony of the proposed Plan with the overall

1 scheme of development, and the effect that the proposed Plan might have on the physical  
2 views of other Owners. After eliciting these opinions, the Architectural and Landscape  
3 Review Committee may, but need not, take them into account in making its final decision  
4 of approval or disapproval of an alteration or modification to an existing structure. While  
5 the opinion of no single Lot Owner will control a decision of the Architectural and  
6 Landscape Review Committee, within its own discretion, the Committee may, but need  
7 not, attach whatever significance it deems sufficient to the statements of residents and/or  
8 neighbors of the Owner submitting the proposed alteration or modifications to an existing  
9 structure.

10 **Section 4.11. Fees.** The Board may establish a reasonable processing fee to defer  
11 the costs of the Architectural and Landscape Review Committee in considering any  
12 requests for approvals submitted to the Committee.

13 **Section 4.12. Design Guidelines.** The Board, in its sole discretion, from time to  
14 time and subject to the provisions of this Declaration, may adopt, amend and  
repeal its design guidelines ("Design Guidelines") with respect to the construction of  
Architectural t 6 Improvements. The Design Guidelines shall be enforceable in the same  
manner as and to t 7 the same extent that this Declaration is enforceable, provided that the  
Design Guidelines t 8 shall be reasonable and not inconsistent with the terms and provisions of  
this Declaration.

## 19 20 **ARTICLE V - ASSOCIATION**

21 **Section 5.01. Membership in the Association.** Each Owner of a Lot, by virtue of  
22 being an Owner, shall automatically be a Member of the Association. Membership in the  
23 Association shall be appurtenant to each Lot owned and shall not be transferred, pledged,  
24 or alienated in any way, except upon the transfer of ownership to a Lot, and then only to  
25 the transferee thereof. Any attempted transfer of membership separate from the  
26 appurtenant Lot or Lots shall be void. Any transfer of ownership of a Lot shall operate  
27 automatically to transfer said membership to the new Owner thereof.

28 **Section 5.02. Voting Rights of Members.** Each Member shall be entitled to one  
29 (1) vote for each Lot owned by such Member. A Member may cast one (1) vote with  
30 respect to each Lot owned by such Member only during such periods such Member is in  
31 good standing with the Association at the time the vote or votes are cast by the payment  
32 of all Assessments and Special Assessments, if any, levied by the Association on all of  
33 the Lots owned by such Member before the same are delinquent and such Member is not  
34 otherwise in default of any applicable provisions of this Declaration or the Rules. Any  
35 Mortgagee who acquires title to a Lot pursuant to a judgment of foreclosure or a trustee's  
36 sale shall automatically become entitled to exercise all voting rights which the Owner of  
37 said Lot would otherwise have had.

38 **Section 5.03. Purpose of Association.** The Association is a nonprofit corporation  
39 which will serve as the governing body for all Owners and Members for the protection,

40 improvement, alteration, maintenance, repair, replacement, administration and operation

1 of the Common Area, the assessment of expenses, payment of losses, disposition of  
2 casualty insurance proceeds, enforcement of Governing Documents, and other matters as  
3 provided in the Governing Documents. The Association shall not be deemed to be  
4 conducting a business of any kind. All funds received by the Association shall be held and  
5 applied by it for the Owners and Members in accordance with the provisions of the  
6 Governing Documents. The Association shall, so long as this Declaration is in full force  
7 and effect, take all necessary and proper action to maintain its status as an Arizona non-  
8 profit corporation.

9 **Section 5.04. Rights and Responsibilities of Association.** The Association,  
10 through the Board of Directors, unless specifically provided otherwise, shall have the right  
11 of enforcement of all of the provisions hereof. The Association shall be responsible for  
12 properly and efficiently:

- 13 A. Maintaining, operating, and rebuilding improvements constructed on the  
14 Common Area;
- 15 B. Maintaining property owned or controlled by the Association, including the  
16 Common Area which is maintained by the Association pursuant to Section  
17 3.02 above;
- 18 C. Paying real estate taxes, assessments, and other charges on the Common  
19 Area;
- 20 D. Insuring, if deemed necessary and proper by the Board, improvements  
21 originally constructed by Declarant or Developer or later constructed by the  
22 Association on or about the Common Area which is maintained by the  
23 Association;
- 24 E. Hiring, firing, supervising and paying employees and independent  
25 contractors including, but not limited to, workmen, landscapers, attorneys,  
26 accountants, architects, and contractors to carry out its obligations set forth  
27 herein;
- 28 F. Maintaining such liability insurance as the Association deems necessary, if  
29 any, to protect the Members and the Board of Directors of the Association  
30 from any liability caused by occurrences or happenings on or about the  
31 Common Area which is maintained by the Association, or other matters  
32 related to enforcement of this Declaration, Design Guidelines, and Rules;
- 33 G. Maintaining workmen's compensation insurance for the employees of the  
34 Association;
- 35 H. Purchasing all goods, supplies, labor, and services reasonably necessary for  
36 the performance of the obligations set forth herein;
- 37 I. Providing for and payment of all utility services for Common Area;
- 38 J. Entering into such agreements and taking such actions as are reasonably  
39 necessary and convenient for the accomplishment of the obligations set  
40 forth above and the operation and maintenance of the Property as a first-  
41 class, single family residential development through enforcement of the

- 1 terms of this Declaration and the Design Guidelines;
- 2 K. Granting licenses, easements, and other agreements for the use of
- 3 Common Area;
- 4 L. Maintaining any personal property owned by the Association; and
- 5 M. Such other matters as are provided for in the Governing Documents.

6 **Section 5.05. Articles and Bylaws.** The manner in which the Association holds

7 meetings and attends to other corporate formalities shall be controlled by the provisions of

8 the Bylaws, the Articles, and this Declaration.

9 **Section 5.06. Authority of Board to Adopt Rules.** The Board is empowered and

10 authorized to adopt, amend, or repeal such rules and regulations as it deems reasonable

11 and appropriate (collectively the "Rules"), which shall be binding upon all persons subject

12 to this Declaration and shall govern the use and/or occupancy of the Property. The Rules

13 may also include the establishment of a system of fines and penalties. The Rules shall

14 govern such matters as the Board deems to be in furtherance of the purposes of the

15 Association, including, without limitation, the use of the Common Area which is maintained

16 by the Association. The Rules may be amended at any special or regular meeting of the

17 Board. The Rules, if and when adopted, shall be deemed incorporated herein by this

18 reference and shall have the same force and effect as if they were set forth in and were

19 part of this Declaration and shall be binding on all persons having any interest in, or

20 making any use of, any part of the Property, whether or not copies of the Rules are

21 actually received by such persons. The Rules, as adopted, amended, or repealed, shall

22 be available for review at the principal office of the Association to each person reasonably

23 entitled thereto. It shall be the responsibility of each person subject to the Rules to review,

24 and keep abreast of any changes in, the provisions thereof.

25 **Section 5.07. Non-Liability of Officers and Indemnification.** To the fullest extent

26 permitted by law, neither the Board nor any committees of the Association nor any

27 member thereof, nor any officers or directors of the Association, shall be liable to any

28 Owner or to the Association or any other person for any damage, loss, or prejudice

29 suffered or claimed on account of any decision, course of action, act, inaction, omission,

30 error, negligence, or the like made in good faith and which the Board, or such committees

31 or officers reasonably believed to be within the scope of their respective duties. To the

32 fullest extent permitted by law every director, officer, or committee member of the

33 Association shall be indemnified by the Association. Every other person serving as an

34 employee or direct agent of the Association, or otherwise acting on behalf of, and at the

35 request of, the Association, may, in the discretion of the Board, be indemnified by the

36 Association. Any such indemnification shall be limited to all expenses and liabilities,

37 including attorneys' fees, reasonably incurred by or imposed upon such person in

38 connection with any proceeding to which he may be a party or in which he may become

39 involved, by reason of his being or having served in such capacity on behalf of the

40 Association or incurred in any settlement thereof, whether or not he is a director, officer or

1 member of a committee or serving in such other specified capacity at the time such  
2 expenses are incurred.

3 **Section 5.08. Managing Agent.** All powers, duties and rights of the Association or  
4 the Board, as provided by law and herein, may be delegated to a managing agent under a  
5 management agreement; provided, however, that no such delegation shall relieve the  
6 Association of its obligation to perform any such delegated duty. Any agreement for  
7 professional management shall not exceed a term of one year, which term may be  
8 renewed by agreement of the parties for successive one-year periods. Any such  
9 agreement shall provide for termination by either party with or without cause and without  
10 payment of a termination fee upon 90 days' written notice; provided, however, that the  
11 Association may terminate the agreement for cause upon 30 days' written notice.

12 **Section.5.09. Records and Accounting.** The Association shall keep, or cause to  
13 be kept, true and correct books and records of account at the sole cost and expense of  
14 the Association in accordance with generally accepted accounting principles. Such books  
15 and records, together with current copies of the Governing Documents shall be available  
16 for inspection by all Owners and First Mortgagees of record at reasonable times during  
17 regular business hours, and shall specify in reasonable detail all expenses incurred and  
18 funds accumulated.

## 19 20 **ARTICLE VI - MAINTENANCE**

### 21 **Section 6.01. Exterior Maintenance, Repair, Up-Keep and Repainting.**

22 A. Owners' Maintenance Obligations. Maintenance, repair, upkeep and  
23 repainting of Dwelling Units, including all other improvements on a Lot, shall  
24 be the sole responsibility of each Owner. Such maintenance repair and  
25 repainting of a Dwelling Unit and other improvements on a Lot shall be  
26 undertaken in a manner and with such frequency as shall keep each  
27 Owner's Lot in an attractive, well-kept and maintained condition in conformity  
28 with all other Lots. In the event any Owner fails to fulfill his or her obligation  
29 under this Section, the Association, after approval by two-thirds (2/3) vote of  
30 the Board of Directors, shall have the right through its agents and  
31 employees, to enter upon the subject property, and to repair, maintain, and  
32 restore the Dwelling Unit and any other improvements. The cost of such  
33 maintenance, repair and repainting shall become an assessment against the  
34 Owner and a charge on the Lot and shall be a continuing lien against said  
35 Lot enforceable pursuant to Article IX hereof. The Board shall have the right  
36 to determine whether or not a Lot is in need of maintenance, repair and  
37 upkeep, in order to conform to the standards of the general neighborhood of  
38 the Property. The Board shall use a reasonably high standard to determine  
39 whether such maintenance, repair and upkeep is required so that the Lots  
40 as a whole will reflect a high pride of ownership. Each Owner or his

2 authorized agent or the Association, as the case may be, in order to conduct  
3 such maintenance, repair or repainting, shall have the right of entry at  
4 reasonable times upon Lots adjacent to such Owner's Lot, provided  
5 reasonable notice of such entry is first given by such Owner to the Owner of  
6 the involved adjacent Lot.

- 7 B. Association's Maintenance Obligations. The Association shall be  
8 responsible for maintenance, repair and upkeep of any Common Area  
9 improvements including, but not limited to, maintenance, repair and upkeep  
10 of Common Area "A" for the benefit of all Owners and the public.  
11 Additionally, the Association shall be responsible for the maintenance, repair  
12 and upkeep of the improvements constructed on the Common Area set forth  
13 in Section 3.02 above.

## 14 **ARTICLE VII - INSURANCE**

15 **Section 7.01. Insurance Requirements.** The Association shall purchase and  
16 maintain the following types of insurance:

- 17 A. Commercial General Liability and Property Insurance. Commercial general  
18 liability insurance covering bodily injury and property damage liability  
19 insurance covering all Common Area and all other areas under the  
20 jurisdiction or control of the Association. Such insurance policy or policies  
21 shall contain, if available, a "severability of interest" clause or endorsement  
22 which shall preclude the insurer from denying the claim of an Owner  
23 because of negligent acts of the Association or of any other Owners.

24  
25 The scope of coverage of such policy or policies must include all other  
26 coverage in the kinds and amounts commonly required by private  
27 institutional mortgage investors for projects similar in construction, location  
28 and use to the Property. Coverage shall be for at least one million dollars  
29 (\$1,000,000.00) combined single limit. Such coverage shall include, without  
30 limitation, legal liability of the insureds for property damage, bodily injuries,  
31 and deaths of persons in connection with the operation, maintenance, or use  
32 of the Common Area which is maintained by the Association, as well as  
33 such other coverage as may be deemed necessary and proper by the  
34 Board.

- 35  
36 B. Workmen's Compensation Insurance. Workmen's Compensation insurance  
37 to the extent necessary to comply with any applicable laws.

38 **Section 7.02. Waiver of Subrogation.** Every policy of insurance obtained by the  
39 Association shall contain an express waiver, if available, of any and all rights of  
40 subrogation against the Board and such other persons 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 insureds and their First Mortgagees, if known, servicing Mortgages with the Federal National Mortgage Association.

Liability insurance hereinabove specified shall name as separately protected insureds 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.

To the extent that each such policy will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board and such other persons or entities named in said insurance policies, and against agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

**Section 7.03. Insurance Premiums.** Premiums for insurance purchased or obtained by the Association shall be a common expense payable through assessments of Lots and all such insurance coverage obtained by the Board shall be written in the name of the Association.

**Section 7.04. Additional Optional Insurance by Owner.** In addition to the aforesaid insurance required to be carried by the Association, each Owner shall, at his own expense, carry any and all other insurance deemed advisable; however, if available, said policy or policies shall provide that there shall be no contribution or offset between policies of the Association policies an individual Owner may have in effect. The Association shall have no duty whatsoever to insure, protect or maintain real or personal property located upon any Lot. It shall be the individual responsibility of each Owner at his own expense, to provide as he/she sees fit, Owner's liability insurance, theft and other insurance covering personal and real property of the Owner.

## **ARTICLE VIII - OWNERSHIP, USE AND MANAGEMENT OF THE COMMON PROPERTY**

**Section 8.01. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot subject to the provisions hereof.

**Section 8.02. Damage or Destruction.** In the event any Common Area is damaged or destroyed by the negligent or intentional act of an Owner or any of his guests, tenants, invitees, agents, or family members, such Owner shall be liable therefor and such Owner does hereby irrevocably authorize the Association to repair the damaged property. The Association shall repair the damaged property in good workmanlike manner and in

1 substantial conformance with the original plans and specifications. The Owner shall then  
2 repay the Association the amount actually expended for such repairs. Each Owner further  
3 agrees that these charges for repairs, if not paid within ten (10) days after completion of  
4 the work, shall be delinquent and shall be collectible like an assessment in accordance  
5 with Article IX and becomes a lien upon such Owner's Lot and shall also be the personal  
6 obligation of the Owner. Said charges shall bear interest from the date of delinquency at  
7 the rate of eighteen percent (18%) per annum (but not to exceed the maximum rate  
8 permitted by Arizona law).

9 **Section 8.03. Restriction on Conveyance of Common Area and Facilities.** The  
10 Common Area and facilities owned by the Association, may not, by act or omission, be  
11 abandoned, partitioned, subdivided, encumbered, sold or transferred without the prior  
12 written approval of two-thirds (2/3) of the Owners except that the Association shall at all  
13 times have the right to grant and convey to any person or entity easements, or rights of  
14 way, in, on, over, or under any Common Area for the purpose of constructing, erecting, t5  
operating or maintaining thereon, therein and thereunder: (A) temporary overhead or t6  
permanent underground lines, cables, wires, conduits, or other devices for the  
17 transmission of electricity for lighting, heating, power, telephone, cable T.V., and other  
18 purposes; (B) sewers, storm drains and pipes, drainage easements, water systems,  
19 water, heating and gas lines or pipes; and (C) such improvements as may be permitted  
20 under of this Declaration.

21 **Section 8.04. Payment of Taxes or Insurance by Mortgagees.** The First  
22 Mortgagees of Lots shall have the right, jointly or singly, to pay taxes or other charges or  
23 assessments which are in default and which may or have become a lien against the  
24 Common Area and may pay overdue premiums on hazard insurance policies or secure  
25 new hazard insurance coverage on the lapse of a policy for the Common Area, and any  
26 First Mortgagee making any such payment shall be owed immediate reimbursement  
27 therefor from the Association.

## 28 29 **ARTICLE IX - COVENANTS FOR MAINTENANCE ASSESSMENTS**

30 **Section 9.01. Creation of the Lien and Personal Obligation to Pay**  
31 **Assessments.** Each Owner, by acceptance of a deed to any Lot, whether or not it shall  
32 be so expressed in such deed, is deemed to covenant and agree to pay to the  
33 Association: (A) annual assessments or charges; (B) special assessments; and (C)  
34 reimbursement assessments. Such assessments to be established and collected as  
35 hereinafter provided. The annual, special, and reimbursement assessments, together with  
36 interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the Lot.  
37 Such lien shall be deemed to have attached as of the date of recordation of the Original  
38 Declaration, and shall be senior to all matters other than tax liens for real property taxes  
39 on the Lot, assessments on the Lot in favor of any municipal or other governmental  
40 assessing unit, reservations in patents, and the lien of any First Mortgage.

Delinquent Assessments, together with interest, late fees, costs, and reasonable attorneys' fees, also shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment was levied, and shall bind his/her heirs, devisees, personal representatives and assigns. Except as otherwise provided herein, the personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

**Section 9.02. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, and enjoyment of the residents in the Property, for the improvement and maintenance of the Common Area, enforcement of the Governing Documents, and the establishment of reasonable reserves for anticipated future expenditures for such purposes.

**Section 9.03. Authorized Payments by the Association.** The Board of Directors shall have the exclusive authority to make payments out of the Association's funds for the benefit of each Owner; this authority shall include but shall not be limited to the following:

- A. Water service, if any, for real property owned by the Association.
- B. Utility service, if any for real property owned by the Association.
- C. All goods, materials, supplies, labor, services, maintenance, repair, alterations and reconstruction which the Board of Directors is authorized to obtain and pay for pursuant to this Declaration or which are authorized by the Owners for the convenient operation of the Common Property, real property or personal property owned by the Association.
- D. All costs of enforcing the Governing Documents, including attorneys' fees and court costs, provided that all costs incurred for the enforcement of any provision of the Governing Documents against any Owner shall be assessed especially against such Owner as a Reimbursement Assessment in accordance with Section 9.07 of this Declaration.

**Section 9.04. Annual Assessment.**

- A. Subject to the provisions of Section 9.04 B below, the Board of Directors shall estimate the total expenses anticipated for the coming calendar year and shall determine the annual assessment necessary to generate the required revenues.
- B. Subject to Section 9.04 C hereof, the Board of Directors shall not increase the annual assessment by an amount greater than either (i) six percent (6%) of the amount of the preceding annual assessment; or (ii) the percentage increase in the cost of living index for "All. Items, All Cities" as reflected by the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers (hereinafter called the "Cost of Living Index Number"), whichever is greater. In the event

1 that the Bureau of Labor Statistics shall fail to publish a comparable Cost of  
2 Living Index Number during any such years, but a comparable Cost of Living  
3 Index Number shall be published by any governmental agency of the United  
4 States in place thereof, then such comparable index number shall be used  
5 for the purpose of adjusting the annual assessment under the provisions of  
6 this Section 9.04 with the same force and effect as the Cost of Living Index  
7 Number of the Bureau of Labor Statistics.

8 C. Any increase by the Board of Directors in the annual assessment which is  
9 greater than the amount permitted under Section 9.04 B hereof must be first  
10 approved by two-thirds ( $\frac{2}{3}$ ) of the votes cast by Members who are voting in  
11 person or by absentee ballot at a meeting duly called for this purpose.

12 **Section 9.05. Special Assessment.** In addition to the annual assessments  
13 authorized above, the Association may levy, in any assessment year, a special  
14 assessment to: (A) correct an inadequacy in the Association's accounts; (B) defray, in  
15 whole or in part, the cost of any construction, reconstruction, repair or replacement of a  
16 capital improvement owned by the Association; or (C) defray other extraordinary  
17 expenses or pay other expenses the Board may deem appropriate. The Board shall  
18 specify the effective date of any special assessment and may provide that the special  
19 assessment is payable in installments. Special Assessments need to be approved by  
20 two-thirds ( $\frac{2}{3}$ ) of the votes cast by Members who are voting in person or by absentee  
21 ballot at a meeting duly called for this purpose.

22 **Section 9.06. Notice and Quorum for an Action Authorized Under Section**  
23 **9.04C and Section 9.05.** Written notice of any meeting called for the purpose of taking  
24 action authorized under Section 9.04C and Section 9.05 shall be sent to all Members not  
25 less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the  
26 first such meeting called, the presence of Members or absentee ballots entitled to cast  
27 sixty percent (60%) of all the votes in the Association shall constitute a quorum. If the  
28 required quorum is not present, another meeting may be called subject to the same notice  
29 requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ )  
30 of the required quorum at the preceding meeting. No such subsequent meeting shall be  
31 held more than sixty (60) days following the preceding meeting.

32 **Section 9.07. Reimbursement Assessment.** The Association may levy a  
33 Reimbursement assessment if: (A) Any Owner, his/her family member, tenant, guest or  
34 invitee, has failed to comply with the Association's Governing Documents, which failure  
35 has necessitated an expenditure of money by the Association to bring the Owner or his  
36 Lot into compliance; or (B) Any Owner, his family member, tenant, guest or invitee has  
37 caused damage to the Common Area. A reimbursement assessment shall not be levied  
38 by the Association until notice and an opportunity for a hearing has been given to the

1 pertinent Owner. Reimbursement assessments may be enforced in the same manner  
2 annual assessments, except as provided in any superseding law.<sup>1</sup>

3 **Section 9.08. Uniform Rate of Assessment.** Both annual and special  
4 assessments must be fixed at a uniform rate for all Lots. However, and subject to the  
5 limitations set forth in Section 9.048 hereof, said uniform rate may be revised periodically  
6 to reflect revisions in the annual assessments based on actual operating cost of the  
7 Association.

8 **Section 9.09. Due Dates of Annual Assessments.** The Board of Directors shall  
9 fix the amount of the annual assessment against each Lot at least thirty (30) days in  
10 advance of each annual assessment period. Written notice of the annual assessment  
11 shall be sent to every Owner subject thereto in the event of its increase or decrease from  
12 the last annual assessment. The due dates shall be established by the Board of Directors.  
13 The Association shall, upon demand, and for a reasonable charge, furnish a certificate  
14 signed by an officer of the Association setting forth whether the assessments on a  
15 specified Lot have been paid. A properly executed certificate of the Association as to the  
16 status of the assessments on a Lot is binding upon the Association as of the date of its  
17 issuance.

18 **Section 9.10. Effect of Non-Payment of Assessments; Remedies of the**  
19 **Association; Attorney Fees.** Each Owner shall be deemed to covenant and agree to pay  
20 to the Association the assessments provided for herein, and agrees to the enforcement of  
21 the assessments in the manner herein specified. All delinquent assessments shall bear  
22 interest at an interest rate not to exceed eighteen percent (18%) per annum and  
23 reasonable flat monthly late fees as determined by the Board. In the event the  
24 Association employs an attorney for collection of any assessments, whether by suit or  
25 otherwise, or to enforce compliance with or specific performance of the terms and  
26 conditions of this Declaration, or for any other purpose in connection with the breach of  
27 this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby  
28 incurred, in addition to any other amounts due or any other relief or remedy obtained  
29 against said Owner. In the event of a default in payment of any such assessment when  
30 due, and in addition to any other remedies herein or by law provided, the Association may  
31 enforce each such obligation by either or both of the following procedures:

- 32 A. Enforcement by Suit. The Board may cause a suit at law to be commenced  
33 and maintained in the name of the Association against an Owner to enforce  
34 each such assessment obligation. Any judgment rendered in any such  
35 action shall include the amount of the delinquency, together with interest and  
36 late fees thereon from the date of delinquency until paid, court costs, and  
37 reasonable attorneys' fees in such amount as the Court may adjudge  
38 against the delinquent Owner or Member.

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1 A.R.S. §33-1803 (Planned Communities Act) provides that penalties imposed for infractions of the Governing Documents are not part of the Assessment Lien and are enforceable only by a civil suit against the pertinent Owner.

I  
2 B. Enforcement by Lien. There is hereby created a right to record a claim of  
3 lien on each and every Lot to secure payment to the Association of any and  
4 all assessments levied against any and all Owners together with interest and  
5 late fees thereon from the date of delinquency until paid, and all costs of  
6 collection which may be paid or incurred by the Association in connection  
7 therewith, including reasonable attorneys fees and costs.

8  
9 The Association's lien may be foreclosed by appropriate action in court or in  
10 the manner provided by law for the foreclosure of a realty mortgage . The  
11 lien provided for herein shall be in favor of the Association and shall be for  
12 the benefit of all other Owners. The Association shall have the power to bid  
13 in at any foreclosure sale and to purchase, acquire, hold lease, mortgage,  
14 and convey any Lot. In the event such foreclosure is by action in court,  
15 reasonable attorneys' fees, court costs, title search fees, interest and all  
16 other costs and expenses shall be allowed to the extent permitted by law.  
17 Each Owner hereby expressly waives any objection to the enforcement and  
18 foreclosure of this lien in this manner.

19 **Section 9.11. No Exemption of Owner.** No Owner is exempt from liability for  
20 payment of assessments by waiver of the use of enjoyment of the Common Area, or by  
21 abandonment of a Lot.

22 **Section 9.12. Reserves.**

- 23 A. The Association shall establish and maintain such adequate cash reserves  
24 as the Association may, in its sole and absolute discretion, deem reasonably  
25 necessary for the periodic maintenance, repair, and replacement of the  
26 improvements which it is responsible to maintain; for any legal fees or other  
27 professional fees deemed necessary by the Board to ensure compliance  
28 with this Declaration, the Design Guidelines, and the Rules; and any other  
29 expenses deemed necessary by the Board for the common good of the  
30 Members.
- 31 B. In accordance with the above provision for the establishment of reserves,  
32 the Board of Directors is authorized to establish a separate reserve fund for  
33 capital repair and replacement. The use of these funds is to be restricted to  
34 the repair and replacement of roads and gates, and must be approved by a  
35 simple majority of the attending members at the Annual Association  
36 Meeting. The minimum amount to be placed in this reserve is to be Five  
37 Thousand Dollars (\$5,000.00) per year. Additional amounts may be added  
38 at the discretion of the Board.
- 39  
40

2       **Section 9.13. No Offset.** The obligation of every Owner to pay assessments  
3 levied by the Association is absolute and shall not be affected by any claim the Owner  
4 may have, or believes he has, against any other person, including the Association, nor  
5 shall such obligation be affected by any irregularity in the manner or timing in which notice  
6 of assessment is given.

7       **Section 9.14. Subordination or the Lien to Mortgages.** The lien of the  
8 assessments provided for herein, including without limitation any fees, costs, late charges,  
9 or interest which may be levied by the Association in connection with unpaid  
10 assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of  
11 any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot  
12 pursuant to foreclosure of a First Mortgage or a trustee's sale pursuant to power of sale  
13 shall extinguish the lien of such assessment as to payments which become due prior to  
14 such sale or transfer or foreclosure, provided, however, that any such delinquent  
15 assessment charges, including interest, late charges, costs, and reasonable attorneys'  
16 fees, which are extinguished as provided herein, may be reallocated and assessed to all  
17 Lots as a common expense. No such sale, transfer, foreclosure shall relieve any Owner of  
18 a Lot from liability for any assessment charges thereafter becoming due, nor from the lien  
19 thereof. In the event of foreclosure of a First Mortgage, such First Mortgagee shall not be  
20 liable for unpaid assessments or other charges which accrued prior to the acquisition of  
21 title to the Lot in question by such First Mortgagee.

22       **Section 9.15. Mortgage Protection and Additional Assessment as Common**  
23 **Expense.** Notwithstanding and prevailing over any other provisions of the Governing  
24 Documents, the following provisions shall apply to and benefit each First Mortgage of a  
25 Lot:

- 26       A. First Mortgagees shall not in any case or manner prior to acquiring title to a  
27 Lot be personally liable for the payment of any assessment or charge, nor  
28 for the observance or performance of any covenant, restriction, regulation,  
29 Rule, Article or Bylaw, except for those matters which are enforceable by  
30 injunctive or other equitable actions, not requiring the payment of money,  
31 except as hereinafter provided.
- 32
- 33       B. During any proceeding to foreclose the First Mortgage, including any period  
34 of redemption, the First Mortgagee (or receiver appointed in such action)  
35 may, but need not, exercise any or all of the rights and privileges of the  
36 Owner of the mortgaged Lot, including but not limited to, the right to vote as  
37 a Member of the Association to the exclusion of the Owner's exercise of  
38 such rights and privileges.
- 39

2 C. At such time as the First Mortgagee shall become record Owner of a Lot  
3 said First Mortgagee shall be subject to all of the terms and conditions of this  
4 Declaration, including but not limited to the obligation to pay for all  
5 assessments and charges accruing thereafter, in the same manner as any  
6 Owner.

7 D. Any provisions contained in this Declaration to the contrary notwithstanding,  
8 unless at least two-thirds (2/3) of the Lot Owners have given their prior  
9 written approval, the Association shall not be empowered or entitled to: (i)  
10 change the method of determining the obligations, assessments, dues or  
11 other charges which may be levied against a Lot Owner; or (ii) by act or  
12 omission, change, waive or abandon any scheme of regulations, or  
13 enforcement thereof, pertaining to the maintenance of the Common Area.  
14

15 E. First Mortgagees are hereby granted the right to jointly. or singly pay taxes  
16 or other charges which are in default and which may or have become a  
17 charge against any Common Area owned by the Association, and such First  
18 Mortgagees may, jointly or singly, pay overdue premiums on hazard  
19 insurance policies, or secure new hazard insurance coverage on the lapse  
20 of a policy, for such Common Area and any First Mortgagees making such  
21 payments may be owed immediate reimbursement therefor from the  
22 Association.  
23

24 F. Nothing in this Declaration shall in any manner be deemed to give a Lot  
25 Owner, or any other party, priority over any rights of a First Mortgagee of a  
26 Lot pursuant to the terms of such First Mortgagee's mortgage in the case of  
27 a distribution to a Lot Owner of insurance proceeds or condemnation awards  
28 for losses to or a taking of any Lot or any part of the Common Area owned  
29 by the Association. Each First Mortgagee shall be entitled to timely written  
30 notice of such loss or taking.  
31

32 G. Each Eligible Mortgage Holder shall, upon notice to the Association, be  
33 entitled to a written notification from the Association of any default in the  
34 performance by the Owner of a Lot encumbered by the Mortgage in favor of  
35 such First Mortgagee of any obligation under the Governing Documents  
36 which is not cured within sixty (60) days.  
37

38 H. Each Eligible Mortgage Holder shall, upon written notice to the Association,  
39 be entitled to (i) inspect the books and records of the Association during  
40 normal business hours; (ii) receive an annual financial statement of the  
41 Association within ninety (90) days following the end of any fiscal year of the  
42 Association; and, (iii) receive written notice of all meetings of the



Association, and designate a representative to attend such meetings.

I. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage and the Lot number or address, an Eligible Mortgage Holder, insurer or guarantor shall be entitled to timely written notice of:

- 1) Any condemnation loss or casualty affecting a material portion of the Property;
- 2) Any sixty (60) day delinquency in the payment of assessments; and
- 3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond.

## ARTICLE X - ENFORCEMENT AND NON-WAIVER

**Section 10.01. Right of Association to Enforce.** The Association or any Owner has 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. This shall include enforcement of Rules and Regulations promulgated by the Association to carry out its purposes and duties under this Declaration.

A. Attorney Fees. The prevailing party in any Court action shall be awarded reasonable attorneys' fees and costs. If no Court action is brought, the Association shall be reimbursed by the pertinent Owner(s), all reasonable attorneys' fees and costs it incurs in enforcing the Governing Documents.

B. Waiver. No delay or omission on the part of the Association in exercising its right to enforcement of this Declaration shall be construed as a waiver of or acquiescence in any breach of any of the restrictions and covenants, and no right of action shall accrue against the Board of Directors, the Association or any Owner for their neglect or refusal to exercise such right of enforcement.

C. Protection of Mortgagee. No breach of the foregoing provisions, conditions, restrictions or 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 Property. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Property acquired by any person through foreclosure for any breach occurring after such acquisition.

**Section 10.02. Enforcement Procedures.** At the Board's discretion, a violation of the Governing Documents by an Owner, his guests, tenants or family members, may be referred to the Association's attorney for enforcement action in Superior Court or any

1 other court or agency of appropriate jurisdiction. Alternatively, the Board may levy a  
2 monetary penalty or other sanction against an Owner in accordance with the Governing  
3 Documents, applicable law and procedures set forth by the Board of Directors.

4 **Section 10.03. Notice of Violation.** In the event that any Owner, his/her guests,  
5 tenants or family members are in violation of any of the provisions of the Governing  
6 Documents, the Association, after providing notice and an opportunity to cure the  
7 violation, has the right to record a "Notice of Violation" with the Pima County Recorder's  
8 Office, stating the name of the Owner, the Lot and the nature of the violation, and the  
9 Association's intent not to waive any of its rights of enforcement. The Notice shall remain  
10 of record until the violation is cured.

11 **Section 10.04. No Obligation to Enforce.** The Association is not obligated to take  
12 any enforcement action if the Board determines, in its sole discretion, that because of  
13 considerations pertaining to the Association's finances, possible defenses, the time and  
14 expense of litigation or other enforcement action, the likelihood of a result favorable to the  
15 Association, or other facts deemed relevant by the Board, enforcement action would  
not be appropriate or in the best interests of the Association. The failure of the Association  
or t 7 an Owner to take enforcement action with respect to a violation of the Governing t 8  
Documents shall not constitute or be deemed a waiver of the right of the Association or  
19 any Owner to enforce the Governing Documents in the future.

20 **Section 10.05. Cumulative Rights and Remedies.** All rights and remedies of the  
21 Association under the Governing Documents or at law or in equity are cumulative, and the  
22 exercise of one right or remedy shall not waive the Association's right to exercise another  
23 right or remedy.

24 **Section 10.06. Violation of Law.** Each and every provision of this Declaration, as  
25 amended from time to time, is subject to any and all applicable federal, state and local  
26 governmental rules and regulations, ordinances and subdivision regulations. Any violation  
27 of any federal, state, municipal or local law, ordinance or regulation pertaining to the  
28 ownership, occupation or use of any property within the Subdivision is declared to be a  
29 violation of the Governing Documents and subject to any and all enforcement procedures  
30 set forth in such Governing Documents.

## 31 32 **ARTICLE XI - GENERAL PROVISIONS**

33 **Section 11.01. Term and Termination.** The aforesaid provisions, conditions,  
34 restrictions and covenants, and each and all thereof, as they are from time to time  
35 amended in accordance with the provisions of Section 11.2 hereof, shall run with the land  
36 and continue and remain in full force and effect at all times and against all persons until  
37 January 1, 2025 (the "Base") at which time they shall be automatically extended for  
38 successive periods of ten (10) years (the "Extension Period"). Any actions to terminate  
39 this Declaration for reasons other than substantial destruction or condemnation of the  
40 Covered Property, shall require the written consent of at least seventy-five percent (75%)

1 of the Owners; such approval as may be required by law; and the approval of Eligible  
2 Mortgage Holders.

3 **Section 11.02. Amendments.** This Declaration may be amended at any time by  
4 an instrument in writing, signed and acknowledged by the President and Secretary of the  
5 Association, certifying that such Amendment has been approved by the vote or written  
6 consent (with or without an Association meeting; subject, however, to the voting rights set  
7 forth herein) of the then Owners of not less than sixty-seven percent (67%) of the Lots,  
8 and such amendment shall be effective upon its recordation with the County Recorder of  
9 Pima County, Arizona.

10 **Section 11.03. Interpretation.** The Association, by the Board, shall have the  
11 exclusive right to construe and interpret the provisions of this Declaration and all other  
12 Governing Documents. In the absence of any adjudication to the contrary by a court of  
13 competent jurisdiction, the Association's construction or interpretation of the provisions  
14 hereof or of any other Governing Document, shall be final, conclusive, and binding as to  
15 all Persons and property benefited or bound by this Declaration. The provisions of this t 6  
Declaration shall be liberally construed to effectuate their purpose of creating a uniform t 7  
plan for the development and operation of the Property. This Declaration shall be t 8  
construed and governed by the laws of the State of Arizona. If there is any conflict among  
19 or between this Declaration, the Articles of Incorporation of the Association, the Bylaws, or  
20 the Rules, the provisions of this Declaration shall prevail; thereafter, priority shall be given  
21 first to the Articles of Incorporation, then to the Bylaws, and then to the Rules.

22 **Section 11.04. Restrictions Severable.** Notwithstanding any other provision  
23 hereof, each of The provisions of this Declaration shall be deemed independent and  
24 severable, and the invalidity or partial invalidity of any provision or portion thereof shall not  
25 affect this validity of enforceability of any other provision.  
26

27 **Section 11.05. Singular Includes Plural.** Unless the context requires a contrary  
28 construction, the singular shall include the plural and the plural the singular; and the  
29 masculine, feminine or neuter shall each include the masculine, feminine and neuter.

30 **Section 11.06. Captions.** All captions and titles used in this Declaration are  
31 intended solely for convenience or reference purposes only and in no way define, limit or  
32 describe the true intent and meaning of the provisions hereof.

33 **Section 11.07. Binding Effect.** By acceptance of a deed or acquiring any  
34 ownership interest in any of the Property included within this Declaration, each person or  
35 entity, for himself/ herself, or itself, his heirs, personal representatives, successors,  
36 transferees and assigns, binds himself/herself, his heirs, personal representatives,  
37 successors, transferees and assigns to all of the provisions, restrictions, covenants,  
38 conditions, rules and regulations now or hereafter imposed by this Declaration and any  
39 amendments hereof. In addition, each such person by so doing thereby acknowledges  
40 that this Declaration sets for a general scheme for the Property and hereby evidences his

intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the undersigned certify that at least 75% of the Owners of the Lots have voted to approve this Declaration, thereby superseding the Original Declaration.

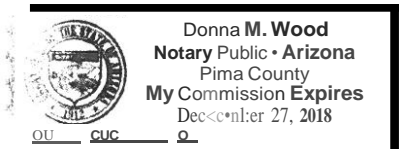
GREEN RIDGE HOMEOWNERS ASSOCIATION OF  
PIMA COUNTY non-profit corporation

By: [Signature]  
Its: President

ATTEST:

By [Signature]  
Secretary

STATE OF ARIZONA)  
County of Pima ) SS:



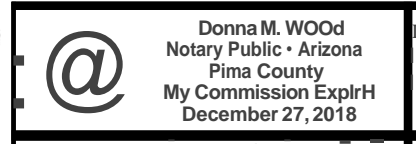
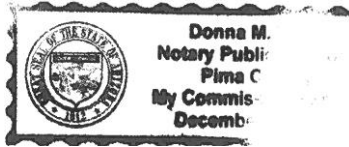
The foregoing instrument was acknowledged before me this 17th day of February, 2016, by Jerome A. Le1-1AUV-t, President, of GREEN RIDGE HOMEOWNERS ASSOCIATION OF PIMA COUNTY, an Arizona non-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public

STATE OF ARIZONA)

SS:

County of Pima )



The foregoing instrument was acknowledged before me this 11 day of February, 2016, by Araceli Rodriguez Secretary, of GREENIDGE HOMEOWNERS ASSOCIATION OF PIMA COUNTY, an Arizona non-profit corporation, on behalf of the corporation.

Donna M. Wood

Notary Public