

SPECIALIZED-JOHNSON-DINICOLA
PICK UP

COV
04/01/2025 08:15:24 AM Page: 1 of 8
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

**CERTIFICATE OF
SIXTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS AND
GRANT AND RESERVATION OF EASEMENTS
OF
GREEN RIDGE SUBDIVISION**

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, the Owners approved a Fifth Amendment to the Original Declaration, which was incorporated into, and made effective upon the execution and recording of the (First) *Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Green Ridge Subdivision*, on February 25, 2016, at Sequence #20160560476, office of the Pima County Recorder; and

WHEREAS, Article XI, Section 11.02 of the Declaration permits amendments to the Declaration by the affirmative vote of sixty-seven percent (67%) of the Lot Owners; and

WHEREAS, not less than seventy-five percent (75%) of the Lot Owners voted to approve the following amendments to the Declaration in a Meeting of the Members on January 23, 2024.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article I Definitions

- ***Section 1.17 Owner(s) or Homeowner(s)***

DELETE: ~~The last sentence of this section: "An Owner shall include any person who holds record title to a Lot in joint ownership or as an undivided fee interest."~~

ADD: **Replace the deleted sentence above with:** An Owner, whether one or more persons, shall include any person(s) who holds record title to a Lot in joint ownership or as an undivided fee interest.

Article II Uses and Restrictions

- ***Section 2.04 Antennas and Exterior Additions***

DELETE: ~~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.~~

ADD: The Architectural and Landscape Review Committee shall not prohibit the installation of antennas and dishes for the reception of radio and television signals on any Lot, however, it may require reasonable screening to ensure minimum visibility from the road and other viewpoints, and that they are securely fastened down and pose no potential safety hazard, subject to all requirements of local, stated, or federal law. Under no circumstances should any device be placed in Common Areas. Further, no HAM radio antennae, tower or other 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**

DELETE: ~~The last sentence of this section: 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.~~

ADD: **Replace last sentence of this section with:** The Architectural and Landscape Review Committee shall not prohibit the installation of solar devices on any Lot, however, it may require reasonable screening as described in the Design Guidelines and in accordance with current Federal, State and Local law.

- **Section 2.06 Signs and Flags**

DELETE: ~~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 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.~~

ADD: **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 such signs as may be required by legal proceedings or identified in ARS 33-1808 or a successor statute, such as signage for real estate sales and rentals, open houses, safety, security, and political signs, provided that the applicable provisions in the most current Rules and Regulations and/or the Architectural Design documents are fully met. The Board has the right to inspect all signage and request any modifications necessary to maintain compliance with federal, state, or local

regulations or the provisions set forth in the Association's Design Guidelines and/or the Rules and Regulations.

Flags: The Association shall not prohibit the outdoor front yard or backyard display of protected flags as specified in current federal, state, or local law provided that all criteria specified in the community design guidelines are met. The Board has the right and the responsibility, without prior member vote or approval, to update the Association Design Guidelines and/or the Rules and Regulations to remain compliant with changing federal, state, and local regulations. Any such modifications must be communicated to Members in writing within thirty (30) days of modification.

- ***Section 2.14 Vehicles, Garages and Parking***

DELETE: ~~Delete the fourth sentence of the section: For the purposes of this section, "recreational vehicles" includes motor homes, trailers, boats, and similar vehicles.~~

ADD: **Replace the fourth sentence of this section with:** For the purposes of this Section, "recreational vehicle" includes motorcycles, bicycles, motor homes, trailers, boats, campers, ATVs, dune buggies, golf carts, aircraft, and other and similar vehicles as determined by the Board.

- ***Section 2.17 Beginning and Completion of Construction; Damage***

DELETE: ~~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.~~

ADD: With the exception of repair, replacement, or removal of a structure due to fire or other cause, an Owner of a Lot shall have up to one year to commence a Major or Minor Improvement Project once approved by the Architectural and Landscape Review Committee. In the event an approved project has not commenced within one year of approval, the approval expires, and the project must be resubmitted with any modifications and a revised timeline. Improvements, once commenced, must be completed as specified in Project Timelines as defined in the Design Guidelines unless a period of extension has

been requested and approved by the Architectural and Landscape Review Committee in accordance with the rules set forth in the Design Guidelines. In the event of structural damage by fire or other cause, Owners must submit a plan to repair, replace or remove the structure within 45 days from the time of damage, and must be completed as specified in the Project Timelines but not greater than three (3) months from the time of damage, unless a longer period is approved by the Architectural and Landscape Review Committee.

Article IV Architectural and Landscape Review Committee

- ***Section 4.02 Review by Committee***

DELETE: N/A

ADD: **Add the following sentence to follow the first sentence in this section:**
All approvals shall be subject to the provisions specified in the Rules and Regulations and/or the Design Guidelines set forth by the Association.

- ***Section 4.07 Variance***

DELETE: **Delete the first six words in the first sentence:** ~~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.

MODIFY **Revise first sentence to read:** The Board of Directors 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.

Article V Association

- ***Section 5.01 Membership in the Association***

DELETE: N/A

ADD: **Add the following sentence after first sentence in this section:** When more than one (1) Person owns any Lot, all those Persons shall be Members. However, Members are not entitled to cast more than one vote per Lot owned, as explained in Section 5.02 hereof, whether the Lot is owned by a single Member or multiple Members.

- ***Section 5.02 Voting Rights of Members***

DELETE: **Delete the first sentence in this section:** ~~Each Member shall be entitled to one (1) vote for each Lot owned by such Member.~~

ADD: **Replace first sentence in this section with:** Each of the 38 Lots in the community carry the capacity for one (1) whole, undivided vote, resulting in 38 total possible Lot Votes. Members, by virtue of being Owners of a Lot, may cast their allotted, single vote per Lot. In the event more than one Owner/Member exists per Lot, the vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote per Lot be cast, nor shall votes be divided in increments less than one to accommodate multiple Members and Owners per Lot.

DELETE: **Delete the second sentence in this section:** ~~A Member may cast one (1) vote with respect to each Lot owned by such Member only during such periods such Member is in good standing with the Association at the time the vote or votes are cast by the payment of all Assessments and Special Assessments, if any, levied by the Association on all of the Lots owned by such Member before the same are delinquent and such Member is not otherwise in default of any applicable provisions of this Declaration or the Rules.~~

ADD: **Replace second sentence in this section with:** The single vote cast per Lot is permitted only during periods that Member(s) of each lot are in good standing with the Association at the time the vote is cast by the payment of all Assessments and Special Assessments, if any, levied by the Association on all of the Lots owned by such Member(s). In the event any one Owner of a Lot is in default of the Declaration or the Rules, no Member may cast the Lot Vote for that Owner's Lot until the default is cured.

Article XI General Provisions

- **Section 11.02 Amendments**

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

ADD: This Declaration may be amended at any time by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such Amendment has been approved by the vote or written consent (with or without an Association meeting; subject, however, to the voting rights set forth herein) of the then Owners representing not less than sixty-seven (67%) of Lot Votes (26 of 38 possible Lot Votes). Such amendments shall be effective upon its recordation with the County Recorder of Pima County, Arizona.

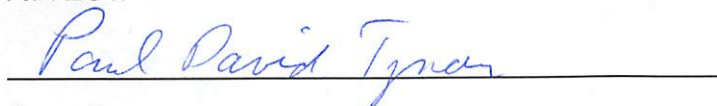
IN WITNESS WHEREOF, the President of Green Ridge Homeowners Association certifies that this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Green Ridge Homeowners Association was approved by at least seventy-five percent (75%) of the Lot Owners in a vote finalized on January 28, 2024, and shall become effective upon recordation of this Certificate of Sixth Amendment.

GREEN RIDGE HOMEOWNERS ASSOCIATION OF PIMA COUNTY



President

ATTEST:



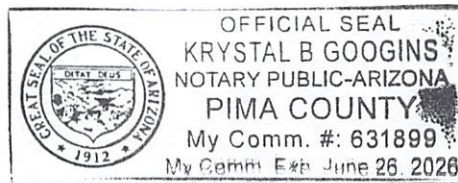
Secretary

STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was acknowledged before me this 26 day of March, 2025 by Victoria A. D. Nicola, **President**, of GREEN RIDGE HOMEOWNERS ASSOCIATION OF PIMA COUNTY, an Arizona non-profit corporation, on behalf of the corporation.

Krystal B. Googins

Notary Public



STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was acknowledged before me this 26 day of March, 2025 by Paul David Tynan, **Secretary**, of GREEN RIDGE HOMEOWNERS ASSOCIATION OF PIMA COUNTY, an Arizona non-profit corporation, on behalf of the corporation.

Krystal B. Googins

Notary Public

