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Gabriella Cázares-Kelly Recorder

OFFICIAL RECORDS OF PIMA COUNTY, AZ



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

March 2025

This document reflects all amendments to the (first) *Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Green Ridge Subdivision* (recorded on February 25, 2016), as well as amendments approved by Member election in January ~~2023~~ and revised in the *Sixth Certificate of Amendments* recorded in ~~March~~ 2025.

POST FILING CORRECTION NOTICE:

This document reflects all amendments to the (first) *Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Green Ridge Subdivision* (recorded on February 25, 2016), as well as amendments approved by Member election on January 23, 2024 and revised in the *Sixth Certificate of Amendments* recorded on April 1, 2025.

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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 26th day of March, 2025, 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, 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*, which was recorded on February 25, 2016, at Sequence #20160560476, office of the Pima County Recorder; and

WHEREAS, the Owners approved the Certificate of Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Green Ridge Subdivision, which was recorded on April, 1, 2025, at Sequence # 2025091051, office of the Pima County Recorder, and

WHEREAS, this Declaration amends and restates in their entirety: the *First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Green Ridge Subdivision* and includes all amendments in the *Certificate of the Sixth Amendment*; and

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

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

ARTICLE I – DEFINITIONS

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

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

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

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

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

Section 1.05. "Common Area(s)" or "Common Property" shall mean all real property designated as "Common Area A" (Private Roads) on the Plat as defined in Section 1.19 hereof, whether improved or unimproved, owned by the Association for the common use and enjoyment of the Owners. Common Property shall also include any real or personal property now of hereinafter owned by or leased by the Association, and any other portions of the Property which the Association agrees to maintain for the benefit of the Members.

1
2 **Section 1.06. "Declarant"** shall mean TITLE GUARANTY AGENCY OF
3 ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-1281, its
4 nominees, successors or assigns while title holder of any Lot either as the original Owner
5 or Owner by reacquisition.
6

7 **Section 1.07. "Declaration" or "Restrictions"** shall mean this instrument and any
8 amendment hereto or restatement hereof.
9

10 **Section 1.08. "Developer"** shall mean R. B. PRICE & COMPANY, INC., an
11 Arizona corporation, its nominees, successors, or assigns.
12

13 **Section 1.09. "Dwelling Unit" or "Unit"** shall mean any improvements placed
14 within the confines of any Lot.
15

16 **Section 1.10. "Eligible Mortgage Holder"** shall mean a holder of a First Mortgage
17 on a Lot who has requested notice of certain actions in accordance with Section 9.12(1).
18

19 **Section 1.11. "First Mortgagee"** shall mean the holder of any mortgage under
20 which the interest of any Owner of a Lot is encumbered, and which mortgage has first and
21 paramount priority (referred to herein as a First Mortgage), subject only to the lien of
22 general or ad valorem taxes and assessments.
23

24 **Section 1.12. "Governing Documents"** shall mean this Declaration, the Articles
25 of Incorporation and Bylaws of the Association, the Design Guidelines and the Rules, as
26 same may from time to time be amended.
27

28 **Section 1.13. "Lot" or "Lots"** shall mean and refer to any numbered parcel of real
29 property shown on the Plat, together with the Dwelling Unit, if any, thereon.
30

31 **Section 1.14. "Member"** shall mean and refer to every person and/or entity that
32 holds membership in the Association.
33

34 **Section 1.15. "Mortgage"** shall mean any mortgage, deed of trust or other security
35 instrument by which a Lot or any part thereof is encumbered.
36

37 **Section 1.16. "Natural Open Space"** shall mean a land area, unimproved and not
38 occupied by any structures or manmade elements, set aside for the conservation of
39 permanent, undisturbed open space.
40

41 **Section 1.17. "Owner(s)" or "Homeowner(s)"** shall mean a record holder of
42 beneficial or equitable title, and legal title if legal title has merged with the beneficial or
43 equitable title, to the fee simple interest in any Lot. Owner shall not include: (a) persons
44 having an interest in a Lot merely as security for the performance of an obligation; or (b) a
45 Tenant of a Lot. An Owner, whether one or more persons, shall include any person(s) who
46 holds record title to a Lot in joint ownership or as an undivided fee interest.

1
2 **Section 1.18. "Person"** shall mean a natural individual or any other entity with the
3 legal right to hold title to real property.
4

5 **Section 1.19. "Plat"** shall mean, the subdivision plat recorded in Book 47 of Maps
6 and Plats at Page 54, in the office of the County Recorder of Pima County, Arizona, under
7 the name "Green Ridge Subdivision".
8

9 **Section 1.20. "Property" or "Subdivision"** shall mean all that real property
10 identified in the Plat.
11

12 **Section 1.21. "Rules"** shall mean the rules adopted by the Board pursuant to
13 Section 5.06 of this Declaration.
14

15 **Section 1.22. "Visible from Neighboring Property"** shall mean, with respect to
16 any given object, that such object is or would be visible to a person six feet tall, standing
17 at ground level on any part of the Property.
18

19 **ARTICLE II - USES AND RESTRICTIONS**

20
21 All property within the subdivision shall be held, used and enjoyed, subject to the
22 following limitations and restrictions:
23

24 **Section 2.01. Private Residential Purposes.** Lots shall be occupied and used by
25 the respective Owners solely for private single family residential use of the Owner, his
26 family, tenants, and social guests and for no other purpose.
27

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

- 31 A. Criteria for Home Business. No trade or business may be conducted in or
32 from any Lot, except that an Owner or occupant residing in any Lot may
33 conduct business activities within the Lot so long as (A) the existence or
34 operation of the business activity is not apparent or detectable by sight,
35 sound or smell from outside the Lot; (B) the business activity conforms to all
36 zoning requirements and any other governmental requirements for the
37 Property; (C) the business activity does not involve any person conducting
38 such business who does not reside in the Lot or door-to-door solicitation of
39 residents of the Property; (D) the existence or operation of the business
40 does not increase that Lot's use of Common Area facilities over the standard
41 for a single-family dwelling; (E) the existence or operation of the business
42 does not require more than a reasonable number of customers or delivery
43 trucks to visit the Lot; and (F) the business activity does not constitute a
44 nuisance, or a hazardous or offensive use, or cause the owners to violate
45 any other provisions of this Declaration, or threaten the security or safety of
46 other residents of the Property, as may be determined in the sole discretion
47 of the Board.

- 1 B. Pertinent Definitions. The terms "business" and "trade," as used in this
2 provision, shall be construed to have their ordinary, generally accepted
3 meanings.
4 C. Yard Sales or Garage Sales. Yard sales, garage sales and estate sales are
5 allowed only in accordance with guidelines that shall be set forth in the
6 Rules.
7

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

- 11 A. Obligations of Tenants. All provisions of the Governing Documents which
12 govern the conduct of Owners and which provide for sanctions against
13 Owners shall also apply to tenants. The Owner shall provide his tenant with
14 copies of the Governing Documents. In the event the Owner fails to do so,
15 the Association may provide copies to the tenant and charge the Owner the
16 cost of doing so.
17 B. Requirements for Leases. All leases shall be in writing and shall specifically
18 provide:
19 1) The lease is subject in all respects to the provisions of the
20 Governing Documents.
21 2) The failure of the tenant to comply with the terms and conditions of
22 the Governing Documents constitutes a material default of the
23 lease, and the Owner shall be entitled to reenter and retake
24 possession of the premises pursuant to the provisions of the
25 Arizona Landlord Tenant Act, A.R.S. Section 33-1301 et seq.
26 3) All leases shall be for a minimum of 30 days.
27 C. Notification to Association. Within 15 days of lease inception, an Owner
28 leasing his Lot shall give the Association, in writing, the name of the tenant
29 of the Lot and such other information as the Association may reasonably
30 require.
31 D. Enforcement of Leasing Restrictions. An Owner shall be responsible for any
32 violation of the Governing Documents by his lessee or tenant or any other
33 persons residing in the Lot, and their guests or invitees. In the event of any
34 violation, the Owner, upon demand of the Association, shall immediately
35 take all necessary actions to correct any such violations.
36

37 **Section 2.04. Antennas and Exterior Additions.** The Architectural and
38 Landscape Review Committee shall not prohibit the installation of antennas and dishes for
39 the reception of radio and television signals on any Lot, however, it may require reasonable
40 screening to ensure minimum visibility from the road and other viewpoints, and that they
41 are securely fastened down and pose no potential safety hazard, subject to all requirements
42 of local, stated, or federal law. Under no circumstances should any device be placed in
43 Common Areas. Further, no HAM radio antennae, tower or other exterior devices,
44 additions, structures, or accessory buildings other than initially installed by Developer shall
45 be constructed on the exterior of a Dwelling Unit without the prior written authorization of
46 the Architectural and Landscape Review Committee.
47

1 **Section 2.05. Solar Devices.** No solar devices, of any type, shall be erected or
2 installed on any Lot without the prior review and written approval of the Architectural and
3 Landscape Review Committee as set forth in Article IV herein. The Architectural and
4 Landscape Review Committee shall not prohibit the installation of solar devices on any
5 Lot, however, it may require reasonable screening as described in the Design Guidelines
6 and in accordance with current Federal, State and Local law.

7 **Section 2.06. Signs and Flags.**

8 Signs: No sign of any kind shall be on a Lot or Common Area without the prior written
9 approval of the Board of Directors except such signs as may be required by legal
10 proceedings or identified in ARS 33-1808 or a successor statute, such as signage for real
11 estate sales and rentals, open houses, safety, security, and political signs, provided that
12 the applicable provisions in the most current Rules and Regulations and/or the Architectural
13 Design documents are fully met. The Board has the right to inspect all signage and request
14 any modifications necessary to maintain compliance with federal, state, or local regulations
15 or the provisions set forth in the Association's Design Guidelines and/or the Rules and
16 Regulations.

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

24 **Section 2.07. Animals.** No animals of any kind shall be raised, bred, or kept on the
25 Property, except (i) that a reasonable number of generally recognized house or yard pets
26 may be kept. None of the aforementioned animals shall be kept, bred, or maintained for
27 for any commercial purpose. No animals shall be allowed to become a nuisance. A
28 "reasonable number" as used in this Section shall ordinarily mean no more than two pets
29 per Dwelling Unit, provided, however, the Board may determine that a reasonable number
30 in any instance may be more or less. Upon the written request of any Owner, the Board
31 shall conclusively determine, in its sole and absolute discretion, whether, for the purposes
32 of this Section, a particular animal is a generally recognized house or yard pet or a
33 nuisance, or whether the number of animals is reasonable.

34 **Section 2.08. Nuisances.** No rubbish or debris of any kind shall be placed or
35 permitted to accumulate upon the Property, and no odors shall be permitted to arise
36 therefrom so as to render any portion of the Property unsanitary, unsightly, offensive or
37 detrimental to any other property in the vicinity thereof or to its occupants. Without limiting
38 the generality of any of the foregoing provisions, no exterior speakers, horns, whistles,
39 bells or other sound devices, except security devices used exclusively for security
40 purposes, shall be located, used or placed on the Property without the prior written
41 approval of the Board. The Board in its sole discretion shall have the right to determine
42 the existence of any such nuisance.
43
44
45

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

6 Particular attention shall be paid to the preservation in-place of saguaro cacti of a
7 height of six feet or greater. Each saguaro cacti of such height that is removed from the
8 Property shall be replaced, on the Property or within the subdivision boundaries, with five
9 nursery grown saguaros; for each saguaro of such height that is moved and relocated on
10 the Property or subdivision, an additional two nursery grown saguaros shall be planted
11 within the Lot or within the subdivision boundaries.

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

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

33
34 **Section 2.10. Drainage.** There shall be no interference with the established
35 drainage pattern over the Property, unless adequate provision is made for proper
36 drainage with: (A) prior written approval of the Architectural and Landscape Review
37 Committee, (B) conformance to Pima County regulations, ordinances, and drainage
38 criteria; and (C) approval by the applicable governing body or its duly appointed
39 representative. For purposes hereof, "established drainage" is defined as the drainage
40 which exists at the time the overall grading of the Property is completed, or which is
41 shown on the Plat or on any plans conforming to applicable rules, regulations, ordinances
42 and drainage criteria approved by the applicable governing body or its duly appointed
43 representative.

44
45 **Section 2.11. Unsightly Articles** No unsightly articles shall be permitted to
46 remain so as to be Visible from Neighboring Property or from the street or public way.
47 Landscape clippings shall be promptly discarded off the Property, and all machinery,
48 storage piles, wood piles, garbage or trash containers shall be kept within an enclosed

1 structure or appropriately screened from view of neighboring property or from streets or
2 public ways except when necessary for collection; provided, however, any such structure
3 or screen shall be subject to the Architectural and Landscape Review Committee's review
4 and prior written approval pursuant to Article IV. The Architectural and Landscape Review
5 Committee shall have sole discretion in determining if any activity by an Owner is in
6 violation of this Section.
7

8 **Section 2.12. Trash Containers.** No garbage or trash shall be placed or kept on
9 the Property, except in covered containers of a type, size and style which have been
10 approved in writing by the Architectural and Landscape Review Committee or are required
11 by governmental authorities. All rubbish, trash or garbage shall be removed from the Lots
12 and shall not be allowed to accumulate thereon. No incinerators shall be allowed.
13 Trash/garbage containers shall be placed at curb side only on days of scheduled
14 collection and shall be removed from view on the same day of collection. The Architectural
15 and Landscape Review Committee shall have sole discretion in determining if any activity
16 by an Owner is a violation of this Section. The Board of Directors may engage a single
17 company for trash removal and recycling services, and the Board shall decide and notify
18 the Owners whether each household shall contract with the single company selected and
19 pay directly, or whether the Association will have a single contract with the company
20 selected, with the costs included in the Association's annual assessment. The Board may
21 adopt rules and regulations governing all matters pertaining to trash removal and recycling
22 services.
23

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

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

- 1 A. Parking of motor homes is permitted for up to five (5) consecutive days for
2 the purpose of loading or unloading for trips.
3 B. Commercial vehicles performing services for an Owner are allowed to park
4 for the day(s) of service only.
5 C. Single-event variances can be requested and approved by the Board of
6 Directors with a majority of the Board vote.
7

8 **Section 2.15. Clothes Lines.** No exterior clothes lines shall be erected or
9 maintained, and there shall be no outside laundering or drying of clothes.
10

11 **Section 2.16. Diseases and Insects.** No Owner shall permit anything or any
12 condition to exist upon the Property which shall induce, breed or harbor infectious plant
13 diseases, noxious insects, or rodents.
14

15 **Section 2.17. Beginning and Completion of Construction; Damage.** With the
16 exception of repair, replacement, or removal of a structure due to fire or other cause, an
17 Owner of a Lot shall have up to one year to commence a Major or Minor Improvement
18 Project once approved by the Architectural and Landscape Review Committee. In the event
19 an approved project has not commenced within one year of approval, the approval expires,
20 and the project must be resubmitted with any modifications and a revised timeline.
21 Improvements, once commenced, must be completed as specified in Project Timelines as
22 defined in the Design Guidelines unless a period of extension has been requested and
23 approved by the Architectural and Landscape Review Committee in accordance with the
24 rules set forth in the Design Guidelines. In the event of structural damage by fire or other
25 cause, Owners must submit a plan to repair, replace or remove the structure within 45 days
26 from the time of damage, and must be completed as specified in the Project Timelines but
27 not greater than three (3) months from the time of damage, unless a longer period is
28 approved by the Architectural and Landscape Review Committee.
29

30 **ARTICLE III - EASEMENTS, COMMON AREA**

31

32 **Section 3.01. Easement for Encroachments.** Each Lot and the Common Area
33 shall be subject to an easement for encroachments created by construction, settling and
34 overhangs, as designed or constructed by the Developer, including roadways, drainage
35 facilities, footings, and walls thereon. A valid easement for said encroachments and for the
36 maintenance of same, so long as it stands, shall and does exist. In the event Dwelling
37 Units are partially or totally destroyed, and then rebuilt, the Owners agree that minor
38 encroachments on parts of the adjacent Lot or Common Area due to construction shall be
39 permitted and that a valid easement for said encroachments and the maintenance thereof
40 shall exist.
41

42 **Section 3.02. Common Area {Association Maintained}.** Shown on the Plat as
43 defined in Section 1.05 is Common Area "A" (Private Roads). All maintenance of said
44 Common Area, and any improvements constructed thereon, shall be performed by the
45 Association, and in furtherance thereof, the Association shall have the right to enter upon
46 said Common Area for the purpose of performing such maintenance.
47

1 **Section 3.03. Natural Open Space, Buffer Yards, Setbacks.** Shown on the Plat
2 as defined in Section 1.16 is a shaded area identified as Natural Open Space. This area is
3 set aside for the conservation of permanent, undisturbed open space, and shall remain
4 unimproved and unoccupied by any structures or manmade elements. Also shown are
5 various buffer yards and setbacks. Owners of Lots shall observe all buffer yards and
6 setbacks affecting their Lots.
7

8 **Section 3.04. Utility Easements (Owner Maintained).** Shown on the Plat as
9 defined in Section 1.19 are Public Drainage Esm'ts, Tucson Water Esm'ts and TEP & US
10 West Esm'ts. The Owners of Lots so encumbered shall be responsible for keeping those
11 areas free and clear from all debris, refuse and any other foreign matter which shall in any
12 way interfere with or hinder the use of the areas as originally constructed.
13

14 **Section 3.05. Private Drainage Easements (Owner Maintained).** Private
15 drainage easements may be established by separate instrument duly recorded over and
16 across certain Lots for the exclusive use and benefit of other Lot Owners. Each Owner of
17 a Lot on which a private drainage easement is established, and which is not maintained by
18 the Association as provided for in Section 3.02 above shall be responsible for maintaining
19 that easement and keeping it free and clear from all debris, refuse and any other foreign
20 matter which shall in any way interfere with or hinder the free flow of water in the
21 easement as originally constructed. In the event of the failure of any Lot Owner to so
22 maintain a private drainage easement, the other Lot Owners/parcel owners benefitted by
23 such easement(s) shall have no cause of action against the Association, but shall proceed
24 solely against that Lot Owner.
25

26 **Section 3.06. Common Area Blanket Utility Easement.** In addition to those
27 specific easements shown on the Plat, there is hereby created a blanket easement upon,
28 across, over and under the Common Area for ingress, egress, installation, replacing,
29 repairing and maintaining all utility and service lines and systems, including, but not
30 limited to, water, sewers, gas, telephones, electricity, television cable or communications
31 lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the
32 providing utility or service company to install and maintain facilities and equipment on the
33 Common Area and to affix and maintain wire, circuits, and conduits on, in, and under the
34 Common Area. Notwithstanding anything to the contrary contained in this Section, no
35 sewers, electrical lines, water lines, or other utilities or service lines may be installed or
36 relocated on the Property except as initially designed and installed by Developer or
37 thereafter approved by the Board. This easement shall in no way affect any other
38 recorded easements on the Property. In no event shall any portion of the above
39 mentioned easements for utilities be construed to authorize the placing or installing of
40 sewers, electrical lines, water lines or other utilities under any permanent building
41 structure constructed on the Property.
42

43 **Section 3.07. Easement for Improvements.** Developer may have constructed
44 improvements, including but not limited to, driveways, walkways, drainage structures, etc.,
45 as a part of, or for the use of, a particular Dwelling Unit which may encroach upon or
46 encompass portions of the Common Area or adjacent Lots. Wherever such encroachments
47 on the Common Area or adjacent Lots should occur, the Owner of the Dwelling Unit
48 involved shall have, subject to the conditions hereinafter set forth, a perpetual

1 permanent right for such improvements to encroach upon the involved portions of the
2 Common Area or adjacent Lots. In consideration thereof, such Owners agree to
3 maintain and keep in repair any improvements encroaching upon the Common Area or
4 adjacent Lots which were constructed for the use of their Lot.

5
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
13 **Section 4.01. Composition of Committee.** The Architectural and Landscape
14 Review Committee shall consist of at least three (3) to a maximum of seven (7) persons
15 appointed by the Board. At least one of the Committee members must be a Board
16 member who shall serve as chairperson of the Committee. A majority of the Committee
17 may designate a representative to act for it.

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

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

42
43 **Section 4.04. Vote.** A majority vote of the Architectural and Landscape Review
44 Committee is required to approve a proposed change or improvement, unless the
45 Committee has designated a representative to act for it, in which case the decision of the
46 representative shall control.

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

14
15 **Section 4.06. Liability.** Neither the Association nor any members of the
16 Architectural and Landscape Review Committee shall be responsible in any way for any
17 defects in any plans, specifications or construction details submitted for review, nor
18 for any structural defects in any building or structure erected according to such
19 plans, specifications or construction details nor for any failure of the Architectural and
20 Landscape Review Committee, the Association, or any person to discover any such
21 defect or, if discovered, to provide a warning of any such defect. Nor shall the
22 Association nor any members of the Architectural and Landscape Review Committee be
23 liable for damages or otherwise to any person submitting requests or plans for approval,
24 or to any Owner of land subject to these Restrictions, by reason of any action, mistake
25 in judgment, negligence, failure to act, approval, disapproval or failure to approve or
26 disapprove with respect to any matter within their jurisdiction under the terms of this
27 Declaration. Any Owner submitting plans to the Architectural and Landscape Review
28 Committee, and any Owner, by acquiring title to any Lot, waives his claim for damages
29 or other relief arising under the architectural review process established in this Declaration
30 or by the Board of Directors.

31
32 **Section 4.07. Variance.** The Board of Directors may grant reasonable variances
33 or adjustments from any conditions and restrictions imposed by this Article or Article II
34 hereof, or the Design Guidelines, in order to overcome practical difficulties and prevent
35 unnecessary hardships arising by reason of the application of the restrictions contained
36 in this Article or Article 11 hereof, or the Design Guidelines. Such variances or
37 adjustments shall be in writing and shall be granted only in case the granting thereof shall
38 not be materially detrimental or injurious to the Property and shall be subject to
39 conformance with applicable building codes; and shall not militate against the general
40 intent and purpose hereof.

41
42 **Section 4.08. Nonconforming Architectural Improvements.** In the event that the
43 Architectural Improvements do not, upon the proposed date set forth in the construction
44 schedule, conform to the plans submitted to and approved by the Architectural and
45 Landscape Review Committee, the Committee shall give written notice to the Owner of
46 the property upon which such Architectural Improvements have been made. Such notice
47 shall specify the nature of the nonconformity of the Architectural Improvements and shall

1 grant the Owner a hearing before the Architectural and Landscape Review Committee.

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

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

17
18 **Section 4.09. Color; Building Materials.** Without limiting the foregoing, no color
19 schemes, materials, composition or products, whether in original construction or in later
20 changes, shall be used or permitted without the prior written approval of the Architectural
21 and Landscape Review Committee.

22
23 **Section 4.10. Broad Discretion of Architectural and Landscape Review**
24 **Committee.** In reviewing plans for alterations, modifications, additions or other changes to
25 a structure upon a Lot, the Architectural and Landscape Review Committee shall exercise
26 its discretion in deciding whether or not an alteration or modification is in harmony with the
27 overall scheme of the Property. The Architectural and Landscape Review Committee shall
28 have the right to deny alterations or modifications for purely aesthetic reasons if the
29 Committee considers the alteration or modification to be unattractive in relation to the
30 overall scheme of development; or if the Committee considers the alteration or
31 modification to be a nuisance or upset of design; or if the Committee considers the
32 alteration or modification to be in contrast to or out of harmony with the style of existing
33 structures; or if the physical views of the Property will be materially and substantially
34 disrupted by the alteration or modification; or if the Committee determines the Vegetation
35 Preservation and Salvage Plan does not meet the established standards in the Property.
36 The Architectural and Landscape Review Committee may elicit the opinion of other
37 Owners, including the neighbors of the Owner submitting the Plan for alteration or
38 modification, as to the conformity and harmony of the proposed Plan with the overall
39 scheme of development, and the effect that the proposed Plan might have on the physical
40 views of other Owners. After eliciting these opinions, the Architectural and Landscape
41 Review Committee may, but need not, take them into account in making its final decision
42 of approval or disapproval of an alteration or modification to an existing structure. While
43 the opinion of no single Lot Owner will control a decision of the Architectural and
44 Landscape Review Committee, within its own discretion, the Committee may, but need
45 not, attach whatever significance it deems sufficient to the statements of residents and/or
46 neighbors of the Owner submitting the proposed alteration or modifications to an existing
47 structure.

1
2 **Section 4.11. Fees.** The Board may establish a reasonable processing fee to defer
3 the costs of the Architectural and Landscape Review Committee in considering any
4 requests for approvals submitted to the Committee.
5

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

14 **ARTICLE V - ASSOCIATION**

15

16 **Section 5.01. Membership in the Association.** Each Owner of a Lot, by virtue of
17 being an Owner, shall automatically be a Member of the Association. When more than one
18 (1) Person owns any Lot, all those Persons shall be Members. However, Members are not
19 entitled to cast more than one vote per Lot owned, as explained in Section 5.02 hereof,
20 whether the Lot is owned by a single Member or multiple Members. Membership in the
21 Association shall be appurtenant to each Lot owned and shall not be transferred, pledged,
22 or alienated in any way, except upon the transfer of ownership to a Lot, and then only to the
23 transferee thereof. Any attempted transfer of membership separate from the appurtenant
24 Lot or Lots shall be void. Any transfer of ownership of a Lot shall operate automatically to
25 transfer said membership to the new Owner thereof.
26

27 **Section 5.02. Voting Rights of Members.** Each of the thirty-eight (38) Lots in the
28 Community carry the capacity for one (1) whole, undivided vote, resulting in 38 total possible
29 LOT VOTES. Members, by virtue of being Owners of a Lot, may cast their allotted, single
30 vote per Lot. In the event more than one owner/member exists per Lot, the vote shall be
31 exercised as they among themselves determine, but in no event shall more than one (1)
32 vote per Lot be cast, nor shall votes be divided in increments less than one to accommodate
33 multiple Members and Owners per lot. The single vote cast per Lot is permitted only during
34 periods that Member(s) of each lot are in good standing with the Association at the time the
35 vote is cast, as evidenced by the payment of all Assessments and Special Assessments, if
36 any, levied by the Association on all of the Lots owned by such Member(s). In the event any
37 one Owner of a Lot is in default of the Declaration or the Rules, no Member may cast the
38 Lot Vote for that Owner's Lot until the default is cured. Any Mortgagee who acquires title to
39 a Lot pursuant to a judgment of foreclosure or a trustee's sale shall automatically become
40 entitled to exercise all voting rights which the Owner of said Lot would otherwise have had.
41

42 **Section 5.03. Purpose of Association.** The Association is a nonprofit corporation
43 which will serve as the governing body for all Owners and Members for the protection,
44 improvement, alteration, maintenance, repair, replacement, administration, and operation
45 of the Common Area, the assessment of expenses, payment of losses, disposition of
46 casualty insurance proceeds, enforcement of Governing Documents, and other matters as
47 provided in the Governing Documents. The Association shall not be deemed to be

conducting a business of any kind. All funds received by the Association shall be held and applied by it for the Owners and Members in accordance with the provisions of the Governing Documents. The Association shall, so long as this Declaration is in full force and effect, take all necessary and proper action to maintain its status as an Arizona non-profit corporation.

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

- A. Maintaining, operating, and rebuilding improvements constructed on the Common Area;
- B. Maintaining property owned or controlled by the Association, including the Common Area which is maintained by the Association pursuant to Section 3.02 above;
- C. Paying real estate taxes, assessments, and other charges on the Common Area;
- D. Insuring, if deemed necessary and proper by the Board, improvements originally constructed by Declarant or Developer or later constructed by the Association on or about the Common Area which is maintained by the Association;
- E. Hiring, firing, supervising and paying employees and independent contractors including, but not limited to, workmen, landscapers, attorneys, accountants, architects, and contractors to carry out its obligations set forth herein;
- F. Maintaining such liability insurance as the Association deems necessary, if any, to protect the Members and the Board of Directors of the Association from any liability caused by occurrences or happenings on or about the Common Area which is maintained by the Association, or other matters related to enforcement of this Declaration, Design Guidelines, and Rules;
- G. Maintaining workmen's compensation insurance for the employees of the Association;
- H. Purchasing all goods, supplies, labor, and services reasonably necessary for the performance of the obligations set forth herein;
- I. Providing for and payment of all utility services for Common Area;
- J. Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Property as a first-class, single family residential development through enforcement of the terms of this Declaration and the Design Guidelines;
- K. Granting licenses, easements, and other agreements for the use of Common Area;
- L. Maintaining any personal property owned by the Association; and
- M. Such other matters as are provided for in the Governing Documents.

Section 5.05. Articles and Bylaws. The manner in which the Association holds meetings and attends to other corporate formalities shall be controlled by the provisions of the Bylaws, the Articles, and this Declaration.

Section 5.06. Authority of Board to Adopt Rules. The Board is empowered and authorized to adopt, amend, or repeal such rules and regulations as it deems reasonable

and appropriate (collectively the 'Rules'), which shall be binding upon all persons subject to this Declaration and shall govern the use and/or occupancy of the Property. The Rules may also include the establishment of a system of fines and penalties. The Rules shall govern such matters as the Board deems to be in furtherance of the purposes of the Association, including, without limitation, the use of the Common Area which is maintained by the Association. The Rules may be amended at any special or regular meeting of the Board. The Rules, if and when adopted, shall be deemed incorporated herein by this reference and shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on all persons having any interest in, or making any use of, any part of the Property, whether or not copies of the Rules are actually received by such persons. The Rules, as adopted, amended, or repealed, shall be available for review at the principal office of the Association to each person reasonably entitled thereto. It shall be the responsibility of each person subject to the Rules to review, and keep abreast of any changes in, the provisions thereof.

Section 5.07. Non-Liability of Officers and Indemnification. To the fullest extent permitted by law, neither the Board nor any committees of the Association nor any member thereof, nor any officers or directors of the Association, shall be liable to any Owner or to the Association or any other person for any damage, loss, or prejudice suffered or claimed on account of any decision, course of action, act, inaction, omission, error, negligence, or the like made in good faith and which the Board, or such committees or officers reasonably believed to be within the scope of their respective duties. To the fullest extent permitted by law every director, officer, or committee member of the Association shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association, may, in the discretion of the Board, be indemnified by the Association. Any such indemnification shall be limited to all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association or incurred in any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

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

Section 5.09. Records and Accounting. The Association shall keep, or cause to be kept, true and correct books and records of account at the sole cost and expense of the Association in accordance with generally accepted accounting principles. Such books and records, together with current copies of the Governing Documents shall be available

for inspection by all Owners and First Mortgagees of record at reasonable times during regular business hours, and shall specify in reasonable detail all expenses incurred and funds accumulated.

ARTICLE VI - MAINTENANCE

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

A. Owners' Maintenance Obligations. Maintenance, repair, upkeep and repainting of Dwelling Units, including all other improvements on a Lot, shall be the sole responsibility of each Owner. Such maintenance repair and repainting of a Dwelling Unit and other improvements on a Lot shall be undertaken in a manner and with such frequency as shall keep each Owner's Lot in an attractive, well-kept and maintained condition in conformity with all other Lots. In the event any Owner fails to fulfill his or her obligation under this Section, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon the subject property, and to repair, maintain, and restore the Dwelling Unit and any other improvements. The cost of such maintenance, repair and repainting shall become an assessment against the Owner and a charge on the Lot and shall be a continuing lien against said Lot enforceable pursuant to Article IX hereof. The Board shall have the right to determine whether or not a Lot needs maintenance, repair and upkeep, in order to conform to the standards of the general neighborhood of the Property. The Board shall use a reasonably high standard to determine whether such maintenance, repair and upkeep is required so that the Lots as a whole will reflect a high pride of ownership. Each Owner or his authorized agent or the Association, as the case may be, in order to conduct such maintenance, repair, or repainting, shall have the right of entry at reasonable times upon Lots adjacent to such Owner's Lot, provided reasonable notice of such entry is first given by such Owner to the Owner of the involved adjacent Lot.

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

ARTICLE VII – INSURANCE

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

A. Commercial General Liability and Property Insurance. Commercial general liability insurance covering bodily injury and property damage liability insurance covering all Common Area and all other areas under the jurisdiction or control of the Association. Such insurance policy or policies shall contain, if available, a "severability of interest" clause or endorsement

which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or of any other Owners.

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

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

Section 7.02. Waiver of Subrogation. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board and such other 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 herein above 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 substantial conformance with the original plans and specifications. The Owner shall then repay the Association the amount actually expended for such repairs. Each Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall be collectible like an assessment in accordance with Article IX and becomes a lien upon such Owner's Lot and shall also be the personal obligation of the Owner. Said charges shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (but not to exceed the maximum rate permitted by Arizona law).

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

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

ARTICLE IX - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 9.01. Creation of the Lien and Personal Obligation to Pay Assessments

Each Owner, by acceptance of a deed to any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (A) annual assessments or charges; (B) special assessments; and (C) reimbursement assessments. Such assessments to be established and collected as hereinafter provided. The annual, special, and reimbursement assessments, together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the Lot. Such lien shall be deemed to have attached as of the date of recordation of the Original Declaration, and shall be senior to all matters other than tax liens for real property taxes on the Lot, assessments on the Lot in favor of any municipal or other governmental 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 by the Association.
- B. Utility service, if any, for real property 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 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 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 that the Bureau of Labor Statistics shall fail to publish a comparable Cost of Living Index Number during any such years, but a comparable Cost of Living Index Number shall be published by any governmental agency of the United States in place thereof, then such comparable index number shall be used for the purpose of adjusting the annual assessment under the provisions of this Section 9.04 with the same force and effect as the Cost of Living Index Number of the Bureau of Labor Statistics.
- C. Any increase by the Board of Directors in the annual assessment, which is greater than the amount permitted under Section 9.04 B hereof must be first approved by two-thirds (2/3) of the votes cast by Members who are voting in person or by absentee ballot at a meeting duly called for this purpose.

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

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

Section 9.07. Reimbursement Assessment. The Association may levy a Reimbursement assessment if: (A) Any Owner, his/her family member, tenant, guest or invitee, has failed to comply with the Association's Governing Documents, which failure has necessitated an expenditure of money by the Association to bring the Owner or his Lot into compliance; or (B) Any Owner, his family member, tenant, guest or invitee has caused damage to the Common Area. A reimbursement assessment shall not be levied

1 by the Association until notice and an opportunity for a hearing has been given to the
2 pertinent Owner. Reimbursement assessments may be enforced in the same manner
3 annual assessments, except as provided in any superseding law.¹
4

5 **Section 9.08. Uniform Rate of Assessment.** Both annual and special
6 assessments must be fixed at a uniform rate for all Lots. However, and subject to the
7 limitations set forth in Section 9.04 B hereof, said uniform rate may be revised periodically
8 to reflect revisions in the annual assessments based on actual operating cost of the
9 Association.
10

11 **Section 9.09. Due Dates of Annual Assessments.** The Board of Directors shall
12 fix the amount of the annual assessment against each Lot at least thirty (30) days in
13 advance of each annual assessment period. Written notice of the annual assessment
14 shall be sent to every Owner subject thereto in the event of its increase or decrease from
15 the last annual assessment. The due dates shall be established by the Board of Directors.
16 The Association shall, upon demand, and for a reasonable charge, furnish a certificate
17 signed by an officer of the Association setting forth whether the assessments on a
18 specified Lot have been paid. A properly executed certificate of the Association as to the
19 status of the assessments on a Lot is binding upon the Association as of the date of its
20 issuance.
21

22 **Section 9.10. Effect of Non-Payment of Assessments; Remedies of the**
23 **Association; Attorney Fees.** Each Owner shall be deemed to covenant and agree to pay
24 to the Association the assessments provided for herein, and agrees to the enforcement of
25 the assessments in the manner herein specified. All delinquent assessments shall bear
26 interest at an interest rate not to exceed eighteen percent (18%) per annum and
27 reasonable flat monthly late fees as determined by the Board. In the event the
28 Association employs an attorney for collection of any assessments, whether by suit or
29 otherwise, or to enforce compliance with or specific performance of the terms and
30 conditions of this Declaration, or for any other purpose in connection with the breach of
31 this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby
32 incurred, in addition to any other amounts due or any other relief or remedy obtained
33 against said Owner. In the event of a default in payment of any such assessment when
34 due, and in addition to any other remedies herein or by law provided, the Association may
35 enforce each such obligation by either or both of the following procedures:
36

37 A. Enforcement by Suit. The Board may cause a suit at law to be commenced and
38 maintained in the name of the Association against an Owner to enforce each such
39 assessment obligation. Any judgment rendered in any such action shall include the
40 amount of the delinquency, together with interest and late fees thereon from the date
41 of delinquency until paid, court costs, and reasonable attorneys' fees in such
42 amount as the Court may adjudge against the delinquent Owner or Member.
43

44 B. Enforcement by Lien. There is hereby created a right to record a claim of lien on each

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.

1 and every Lot to secure payment to the Association of any and all assessments levied
2 against any and all Owners together with interest and late fees thereon from the date of
3 delinquency until paid, and all costs of collection which may be paid or incurred by the
4 Association in connection therewith, including reasonable attorney's fees and costs.
5

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

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

20 **Section 9.12. Reserves.**

21 A. The Association shall establish and maintain such adequate cash reserves
22 as the Association may, in its sole and absolute discretion, deem reasonably
23 necessary for the periodic maintenance, repair, and replacement of the
24 improvements which it is responsible to maintain; for any legal fees or other
25 professional fees deemed necessary by the Board to ensure compliance
26 with this Declaration, the Design Guidelines, and the Rules; and any other
27 expenses deemed necessary by the Board for the common good of the
28 Members.

29 B. In accordance with the above provision for the establishment of reserves,
30 the Board of Directors is authorized to establish a separate reserve fund for
31 capital repair and replacement. The use of these funds is to be restricted to
32 the repair and replacement of roads and gates, and must be approved by a
33 simple majority of the attending members at the Annual Association
34 Meeting. The minimum amount to be placed in this reserve is to be Five
35 Thousand Dollars (\$5,000.00) per year. Additional amounts may be added
36 at the discretion of the Board.
37

38 **Section 9.13. No Offset.** The obligation of every Owner to pay assessments
39 levied by the Association is absolute and shall not be affected by any claim the Owner
40 may have, or believes he has, against any other person, including the Association, nor
41 shall such obligation be affected by any irregularity in the manner or timing in which notice
42 of assessment is given.
43

44 **Section 9.14. Subordination or the Lien to Mortgages.** The lien of the
45 assessments provided for herein, including without limitation any fees, costs, late charges,
46 or interest which may be levied by the Association in connection with unpaid
47 assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of

any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a First Mortgage or a trustee's sale pursuant to power of sale shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer or foreclosure, provided, however, that any such delinquent assessment charges, including interest, late charges, costs, and reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and assessed to all Lots as a common expense. No such sale, transfer, foreclosure shall relieve any Owner of a Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof. In the event of foreclosure of a First Mortgage, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrued prior to the acquisition of title to the Lot in question by such First Mortgagee.

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

- A. First Mortgagees shall not in any case or manner prior to acquiring title to a Lot be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, Rule, Article or Bylaw, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.
- B. During any proceeding to foreclose the First Mortgage, including any period of redemption, the First Mortgagee (or receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to, the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.
- C. At such time as the First Mortgagee shall become record Owner of a Lot said First Mortgagee shall be subject to all of the terms and conditions of this Declaration, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner.
- D. Any provisions contained in this Declaration to the contrary notwithstanding, unless at least two-thirds (2/3) of the Lot Owners have given their prior written approval, the Association shall not be empowered or entitled to: (i) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner; or (ii) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the Common Area.
- E. First Mortgagees are hereby granted the right to jointly or singly pay taxes or other charges which are in default, and which may or have become a charge against any Common Area owned by the Association, and such First Mortgagees may, jointly or singly, pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and any First Mortgagees making such payments may be owed immediate reimbursement therefor from the Association.

- 1 F. Nothing in this Declaration shall in any manner be deemed to give a Lot
2 Owner, or any other party, priority over any rights of a First Mortgagee of a
3 Lot pursuant to the terms of such First Mortgagee's mortgage in the case of
4 a distribution to a Lot Owner of insurance proceeds or condemnation awards
5 for losses to or a taking of any Lot or any part of the Common Area owned
6 by the Association. Each First Mortgagee shall be entitled to timely written
7 notice of such loss or taking.
- 8 G. Each Eligible Mortgage Holder shall, upon notice to the Association, be
9 entitled to a written notification from the Association of any default in the
10 performance by the Owner of a Lot encumbered by the Mortgage in favor of
11 such First Mortgagee of any obligation under the Governing Documents
12 which is not cured within sixty (60) days.
- 13 H. Each Eligible Mortgage Holder shall, upon written notice to the Association,
14 be entitled to (i) inspect the books and records of the Association during
15 normal business hours; (ii) receive an annual financial statement of the
16 Association within ninety (90) days following the end of any fiscal year of
17 the Association; and, (iii) receive written notice of all meetings of the
18 Association, and designate a representative to attend such meetings.
- 19 I. Upon written request to the Association, identifying the name and address of
20 the holder, insurer or guarantor of a First Mortgage and the Lot number or
21 address, an Eligible Mortgage Holder, insurer or guarantor shall be entitled
22 to timely written notice of:
- 23 1) Any condemnation loss or casualty affecting a material portion of the
24 Property;
25 2) Any sixty (60) day delinquency in the payment of assessments; and
26 3) Any lapse, cancellation or material modification of any insurance policy or
27 fidelity bond.

28 29 **ARTICLE X - ENFORCEMENT AND NON-WAIVER**

30
31 **Section 10.01. Right of Association to Enforce.** The Association or any Owner
32 has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,
33 covenants, reservations, liens or charges now or hereafter imposed by the provisions of
34 this Declaration. This shall include enforcement of Rules and Regulations promulgated by
35 the Association to carry out its purposes and duties under this Declaration.

- 36 A. Attorney Fees. The prevailing party in any Court action shall be awarded
37 reasonable attorneys' fees and costs. If no Court action is brought, the
38 Association shall be reimbursed by the pertinent Owner(s), all reasonable
39 attorneys' fees and costs it incurs in enforcing the Governing Documents.
- 40 B. Waiver. No delay or omission on the part of the Association in exercising its
41 right to enforcement of this Declaration shall be construed as a waiver of or
42 acquiescence in any breach of any of the restrictions and covenants, and no
43 right of action shall accrue against the Board of Directors, the Association or
44 any Owner for their neglect or refusal to exercise such right of enforcement.
- 45 C. Protection of Mortgagee. No breach of the foregoing provisions, conditions,
46 restrictions or covenants shall defeat or render invalid the lien of any
47 mortgage or deed of trust made in good faith for value as to any portion of

1 the Property. Such provisions, conditions, restrictions and covenants shall
2 be enforceable against any portion of the Property acquired by any person
3 through foreclosure for any breach occurring after such acquisition.
4

5 **Section 10.02. Enforcement Procedures.** At the Board's discretion, a violation of
6 the Governing Documents by an Owner, his guests, tenants or family members, may be
7 referred to the Association's attorney for enforcement action in Superior Court or any
8 other court or agency of appropriate jurisdiction. Alternatively, the Board may levy a
9 monetary penalty or other sanction against an Owner in accordance with the Governing
10 Documents, applicable law and procedures set forth by the Board of Directors.
11

12 **Section 10.03. Notice of Violation.** In the event that any Owner, his/her guests,
13 tenants or family members are in violation of any of the provisions of the Governing
14 Documents, the Association, after providing notice and an opportunity to cure the
15 violation, has the right to record a "Notice of Violation" with the Pima County Recorder's
16 Office, stating the name of the Owner, the Lot and the nature of the violation, and the
17 Association's intent not to waive any of its rights of enforcement. The Notice shall remain
18 of record until the violation is cured.
19

20 **Section 10.04. No Obligation to Enforce.** The Association is not obligated to take
21 any enforcement action if the Board determines, in its sole discretion, that because of
22 considerations pertaining to the Association's finances, possible defenses, the time and
23 expense of litigation or other enforcement action, the likelihood of a result favorable to the
24 Association, or other facts deemed relevant by the Board, enforcement action would
25 not to be appropriate or in the best interests of the Association. The failure of the
26 Association or an Owner to take enforcement action with respect to a violation of the
27 Governing Documents shall not constitute or be deemed a waiver of the right of the
28 Association or any Owner to enforce the Governing Documents in the future.
29

30 **Section 10.05. Cumulative Rights and Remedies.** All rights and remedies of
31 the Association under the Governing Documents or at law or in equity are cumulative,
32 and the exercise of one right or remedy shall not waive the Association's right to exercise
33 another right or remedy.
34

35 **Section 10.06. Violation of Law.** Each and every provision of this Declaration, as
36 amended from time to time, is subject to any and all applicable federal, state and local
37 governmental rules and regulations, ordinances and subdivision regulations. Any violation
38 of any federal, state, municipal or local law, ordinance or regulation pertaining to the
39 ownership, occupation or use of any property within the Subdivision is declared to be a
40 violation of the Governing Documents and subject to any and all enforcement procedures
41 set forth in such Governing Documents.
42

43 **ARTICLE XI - GENERAL PROVISIONS**

44 **Section 11.01. Term and Termination.** The aforesaid provisions, conditions,
45 restrictions and covenants, and each and all thereof, as they are from time to time
46 amended in accordance with the provisions of Section 11.2 hereof, shall run with the land
47

1 and continue and remain in full force and effect at all times and against all persons until
2 January 1, 2025 (the "Base") at which time they shall be automatically extended for
3 successive periods of ten (10) years (the "Extension Period"). Any actions to terminate
4 this Declaration for reasons other than substantial destruction or condemnation of the
5 Covered Property shall require the written consent of at least seventy-five percent (75%)
6 of the Owners; such approval as may be required by law; and the approval of Eligible
7 Mortgage Holders.

8
9 **Section 11.02. Amendments.** This Declaration may be amended at any time by an
10 instrument in writing, signed and acknowledged by the President and Secretary of the
11 Association, certifying that such Amendment has been approved by the vote or written
12 consent (with or without an Association meeting; subject, however, to the voting rights set
13 forth herein) of the then Owners representing not less than sixty-seven (67%) of Lot Votes
14 (26 of 38 possible Lot Votes by Members in good standing). Such amendments shall be
15 effective upon its recordation with the County Recorder of Pima County, Arizona.

16
17 **Section 11.03. Interpretation.** The Association, by the Board, shall have the
18 exclusive right to construe and interpret the provisions of this Declaration and all other
19 Governing Documents. In the absence of any adjudication to the contrary by a court of
20 competent jurisdiction, the Association's construction or interpretation of the provisions
21 hereof or of any other Governing Document, shall be final, conclusive, and binding as to all
22 Persons and property benefited or bound by this Declaration. The provisions of this
23 Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan
24 for the development and operation of the Property. This Declaration shall be construed and
25 governed by the laws of the State of Arizona. If there is any conflict among or between this
26 Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules, the
27 provisions of this Declaration shall prevail; thereafter, priority shall be given first to the
28 Articles of Incorporation, then to the Bylaws, and then to the Rules.

29
30 **Section 11.04. Restrictions Severable.** Notwithstanding any other provision
31 hereof, each of the provisions of this Declaration shall be deemed independent and
32 severable, and the invalidity or partial invalidity of any provision or portion thereof shall not
33 affect this validity of enforceability of any other provision.

34
35 **Section 11.05. Singular Includes Plural.** Unless the context requires a contrary
36 construction, the singular shall include the plural and the plural the singular; and the
37 masculine, feminine or neuter shall each include the masculine, feminine and neuter.

38
39 **Section 11.06. Captions.** All captions and titles used in this Declaration are
40 intended solely for convenience or reference purposes only and in no way define, limit or
41 describe the true intent and meaning of the provisions hereof.

42
43 **Section 11.07. Binding Effect.** By acceptance of a deed or acquiring any
44 ownership interest in any of the Property included within this Declaration, each person or
45 entity, for himself/ herself, or itself, his heirs, personal representatives, successors,
46 transferees and assigns, binds himself/herself, his heirs, personal representatives,
47 successors, transferees and assigns to all of the provisions, restrictions, covenants,
48 conditions, rules and regulations now or hereafter imposed by this Declaration and any

1 amendments hereof. In addition, each such person by so doing thereby acknowledges
2 that this Declaration sets for a general scheme for the Property and hereby evidences his
3 intent that all the restrictions, conditions, covenants, rules and regulations contained
4 herein shall run with the land and be binding on all subsequent and future owners,
5 grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person
6 fully understands and acknowledges that this Declaration shall be mutually beneficial,
7 prohibitive and enforceable by the various subsequent and future owners.

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

GREEN RIDGE HOMEOWNERS ASSOCIATION OF
PIMA COUNTY, an Arizona non-profit corporation

By: *Victoria A. DiNicola*

Its: President

ATTEST:

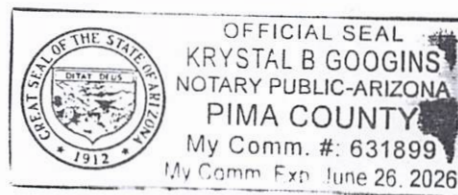
By *Paul David Tyran*

Secretary

STATE OF ARIZONA)
 : SS:
County of Pima)

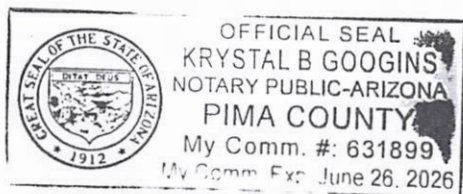
The foregoing instrument was acknowledged before me this 26 day of march, 2025
by Victoria A. DiNicola, **President**, of GREEN RIDGE HOMEOWNERS ASSOCIATION
OF PIMA COUNTY, an Arizona non-profit corporation, on behalf of the corporation.

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

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