

F. ANN RODRIGUEZ, RECORDER
Recorded By: ACA
DEPUTY RECORDER
4948

MAIL
MOLLOY-GOLDSCHMIDT
PICKUP



SEQUENCE : 20161620128
NO. PAGES : 21
ARSTR 06/10/2016
9:34:45
PICK UP
AMOUNT PAID : \$37.00

Carolyn B. Goldschmidt
Goldschmidt|Shupe
6700 N. Oracle Road, Suite 240
Tucson, AZ 85704

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREEN VALLEY FAIRWAYS**

TABLE OF CONTENTS

	Page
ARTICLE 1.	
DEFINITIONS	2
ARTICLE 1.	
MEMBERSHIP IN ASSOCIATION	4
ARTICLE 3.	
ASSESSMENTS	4
3.1 Covenant for Assessments	4
3.2 Annual Assessments	4
3.3 Payment of Annual Assessments	4
3.4 Special Assessments	4
3.5 Collection of Assessments	4
3.6 No Offsets	4
3.7 Mortgagee Rights and Obligations	4
ARTICLE 4.	
AGE RESTRICTION	5
ARTICLE 5.	
ARCHITECTURAL REVIEW	6
5.1 Approval Required	6
5.2 Plan Submittal	6
5.3 Review Process	6
5.4 Standards of Review	6
5.5 Limitation of Liability	6
5.6 Architectural Committee	6
5.7 Time Limits	7
5.8 Governmental Requirements	7
ARTICLE 6.	
ARCHITECTURAL AND BUILDING RESTRICTIONS	7
6.1 General	7
6.2 Minimum Size of Dwelling Unit	7
6.3 Wall Heights	7
6.4 Setbacks	7
6.5 Storage Sheds & Other Accessory Structures	8
6.6 Utilities and Equipment	8
6.7 Landscaping	9
6.8 Exterior Lighting	9
6.9 County Variances	9

1	ARTICLE 7.	
2	MAINTENANCE AND REPAIRS	9
3	7.1 Duty to Maintain Lots	9
4	7.2 Duty to Maintain Easements & Rights of Way	9
5	7.3 Sidewalk and Curb Areas	10
6	7.4 Corner Lots	10
7	7.5 Shared Structures	10
8	7.6 Destruction of Dwelling Unit	10
9	7.7 Drainage	10
10	7.8 Owner's Failure to Maintain	10
11	7.9 Easement for Maintenance	10
12		
13	ARTICLE 8.	
14	USE RESTRICTIONS	11
15	8.1 No Business Uses	11
16	8.2 Animals	12
17	8.3 No Boring Equipment	12
18	8.4 Leasing Dwelling Units	12
19	8.5 Nuisance	12
20	8.6 Signs	13
21	8.7 Subdividing or Combining Lots	13
22	8.8 Temporary Buildings	13
23	8.9 Vehicles and Parking	14
24	8.10 Yard Sales	14
25		
26	ARTICLE 9.	
27	ENFORCEMENT	15
28	9.1 Right of Association to Enforce	15
29	9.2 Attorney Fees	15
30	9.3 Waiver	15
31	9.4 Protection of Mortgagee	15
32	9.5 No Obligation to Enforce	15
33	9.6 Enforcement Procedures	15
34	9.7 Cumulative Rights and Remedies	16
35		
36	ARTICLE 10.	
37	SEVERABILITY	16

1	ARTICLE 11.	
2	TERM	16
3		
4	ARTICLE 12.	
5	AMENDMENT	16

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREEN VALLEY FAIRWAYS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for GREEN VALLEY FAIRWAYS (this "Declaration") is made as of the _____ day of _____, 2015, by the Owners of the real property described as:

Lots 1 thru 236, Green Valley Fairways No. 1, a subdivision in Pima County, Arizona, as shown by the map of record in Book 16 of Maps and Plats at page 94, office of the County Recorder of Pima County, Arizona; and

Lots 237 through 474, Green Valley Fairways No. 2, a subdivision in Pima County, Arizona, as shown by the map of record in Book 17 of Maps and Plats at page 97, office of the County Recorder of Pima County, Arizona; and

Lots 475 through 763, Green Valley Fairways No. 3, a subdivision in Pima County, Arizona, as shown by the map of record in Book 18 of Maps and Plats at page 51, office of the County Recorder of Pima County, Arizona.

(the "Property" or "Properties").

RECITALS:

WHEREAS, the owners of the Properties adopted the *Declaration of the Establishments of Covenants, Conditions and Restrictions for Green Valley Fairways* (the "Original Declaration"), which was recorded on May 8, 2000, at Sequence 20000890249, office of the County Recorder of Pima County, Arizona, which superseded and replaced all previously-recorded conditions and restrictions; and

WHEREAS, the owners of the Properties adopted the *Amendment to Declaration of the Establishments of Covenants, Conditions and Restrictions for Green Valley Fairways*, which was recorded on December 21, 2009, at Sequence 20092440481, office of the County Recorder of Pima County, Arizona; and

WHEREAS, the owners of the Properties adopted the *Amended Declaration of the Establishments of Covenants, Conditions and Restrictions for Green Valley Fairways*, which was recorded on March 8, 2012, at Sequence 20120680250, office of the County Recorder of Pima County, Arizona; and

1 **WHEREAS**, the owners of the Properties adopted the *First Amendment to*
 2 *Amended Declaration of the Establishments of Covenants, Conditions and Restrictions*
 3 *for Green Valley Fairways*, which was recorded on November 21, 2013, at Sequence
 4 20133250268, office of the County Recorder of Pima County, Arizona; and

5
 6 **WHEREAS**, an *Affidavit of Scrivener's Error Re: Amended Declaration of the*
 7 *Establishments of Covenants, Conditions and Restrictions for Green Valley Fairways*
 8 *Recorded in* Sequence 20120680250, was recorded on October 23, 2013, at Sequence
 9 20132960639, office of the County Recorder of Pima County, Arizona; and

10
 11 **WHEREAS**, in an election duly called and held, a majority of Owners who
 12 returned a ballot to the Association voted affirmatively for the adoption of this
 13 Declaration.

14
 15 **NOW, THEREFORE**, the Owners hereby declare that, except as otherwise
 16 provided in this Declaration, this Declaration supersedes and replaces the Original
 17 Declaration and all amendments thereto. The Owners further declare that this
 18 Declaration sets forth a general scheme for the improvement and development of the
 19 Properties, which shall be held, conveyed, encumbered, leased and used subject to the
 20 following covenants, conditions, restrictions, uses, limitations, obligations, easements,
 21 equitable servitudes, charges and liens (collectively referred to in this Declaration as the
 22 "Restrictions"). The Restrictions are for the purpose of enhancing and protecting the
 23 value, desirability and attractiveness of the Properties. The Restrictions shall run with
 24 the Properties, shall be binding upon all persons having or acquiring any interest in the
 25 Properties, and shall inure to the benefit of, be binding upon and enforceable by all
 26 owners, the Association and their successors in interest.

27
 28 1. Definitions.

29
 30 1.1. "Articles" shall mean the Articles of Incorporation of the Association
 31 and amendments thereto which are or shall be filed in the office of the Arizona
 32 Corporation Commission.

33
 34 1.2. "Assessment" shall mean the Annual Assessment and any Special
 35 Assessments for maintenance, reimbursement, and any other item which may be
 36 imposed by the Board in accordance with Article 3 below.

37
 38 1.3. "Association" shall mean Green Valley Property Owners
 39 Association, an Arizona non-profit corporation, acting as the homeowners' association
 40 for the Properties, its successors and assigns.

41
 42 1.4. "Board" shall mean the Board of Directors of the Association.

43
 44 1.5. "Bylaws" shall mean the Bylaws of the Association, together with
 45 any amendments thereto.

1
2 1.6. "Declaration" shall mean this Declaration as it may be amended
3 from time to time.
4

5 1.7. "Governing Documents" shall mean this Declaration; the Articles of
6 Incorporation and Bylaws of the Association; and any rules and regulations adopted by
7 the Board of Directors.
8

9 1.8. "Lot" shall mean the numbered plots of land within the Properties as
10 shown on the Plat, together with any improvements constructed thereon.
11

12 1.9. "Member" shall mean every Person who holds membership in the
13 Association.
14

15 1.10. "Mortgage" shall include any consensual monetary encumbrance
16 on a Lot, evidenced by an instrument in recordable form and shall specifically include
17 both mortgages and deeds of trust. The term "Mortgagee" shall include a beneficiary
18 under a Deed of Trust, and the term "First Mortgage" shall mean the holder of any
19 Mortgage or the beneficiary of any deed of trust under which the interest of any Owner
20 of a Lot is encumbered and which Mortgage or deed of trust has first and paramount
21 priority, subject only to the lien of general or ad valorem taxes and assessments (which
22 shall be referred to herein as a "First Mortgage").
23

24 1.11. "Owner" shall mean the record holder, whether one or more
25 Persons, of the fee simple title to any Lot which is part of the Properties, but excluding:
26 (A) Persons holding an interest merely as security for the performance of an obligation,
27 (B) a purchaser under a purchase contract and receipt, escrow instructions or similar
28 executory contract which is intended to control the rights and obligations of the
29 parties to the executory contract pending the closing of a sale or purchase
30 transaction; and (C) a lessee or tenant of a Lot. Owner shall include a Purchaser
31 under a contract for the conveyance of real property, a contract for deed, a contract
32 to convey, an agreement for sale or any similar contract through which a seller has
33 conveyed to a Purchaser equitable title to a Lot under which the seller is obligated to
34 convey to the Purchaser the remainder of seller's title in the Lot, whether legal or
35 equitable, upon payment in full of all monies due under the contract. In the case of
36 Lots, the fee simple title to which is vested in a trustee pursuant to A.R.S., §§33-501
37 et seq., the Trustor shall be deemed to be the Owner unless the Trustor is deceased,
38 incapacitated or otherwise not able to act as Owner, in which case the Trustee shall
39 be deemed to be the Owner.
40

41 1.12. "Person" shall include a corporation, company, partnership, firm,
42 association or society, as well as a natural person.
43

1.13. "Rules and Regulations" or "Rules" shall mean any and all policies and procedures adopted by the Board which govern the conduct and actions of Owners, tenants, visitors and guests on the Properties.

2. Membership in Association. Every Owner within the Properties, by the acceptance of a deed for a Lot, shall be a member of the Green Valley Fairways Property Owners Association (the "Association").

3. Assessments.

3.1. Covenant for Assessments. When a Lot Owner accepts a deed to a Lot, whether or not it shall be so expressed in such deed, he/she is deemed to covenant and agree to pay assessments levied by the Association for the purposes for which it is organized.

3.2. Annual Assessments. The amount of the Annual Assessment shall be established by the Board of Directors in accordance with a budget showing projected income and expenses for the coming year, and approved by a majority of the Members of the Association present at any legally called meeting at which a quorum is present.

3.3. Payment of Annual Assessments. Each Member will be billed for the Annual Assessment by mail by March 1 of each year. Payment of the Annual Assessment must be received by the Association by April 30 of each year, regardless of whether a bill or statement was received by the Owner. Assessments not received by April 30 shall be deemed delinquent and a late fee will be imposed.

3.4. Special Assessments. The Board of Directors also may levy a Special Assessment against each Lot with the approval of a majority of the Members of the Association present at any legally called meeting at which a quorum is present.

3.5. Collection of Assessments. Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Person who owned the Lot at the time when the assessment fell due.

3.6. No Offsets. The obligation of every Owner to pay assessments levied by the Association is absolute and shall not be affected by any claim the Owner may have, or believes he has, against any other Person, including the Association, nor shall such obligation be affected by any irregularity in the manner or timing in which notice of assessment is given.

3.7. Mortgagee Rights and Obligations. Sale or transfer of any Lot pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof, including

1 deed in lieu of foreclosure, or cancellation or forfeiture of such executory land sales
 2 contract, shall extinguish the lien for Assessments or charges which became due prior
 3 to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including
 4 deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales
 5 contract. In the event of foreclosure of a First Mortgagee or the taking of a deed in lieu
 6 thereof, such First Mortgagee shall not be liable for unpaid Assessments or other
 7 charges which accrued prior to the acquisition of title to the Lot in question by such First
 8 Mortgagee. At such time as the First Mortgagee becomes the record Owner of a Lot,
 9 he, she or it shall be subject to all of the terms and conditions of this Declaration,
 10 including but not limited to, the obligation to pay for all Assessments and charges
 11 accruing thereafter, in the same manner as any Owner.

12
 13 4. Age Restriction. It is intended that the Properties shall be considered as
 14 housing for older persons as defined in the Fair Housing Amendments Act of 1988 and
 15 all subsequent applicable amendments to the Federal Fair Housing Act.

16
 17 4.1. Unless otherwise provided in this Declaration, each dwelling unit in
 18 the Properties shall be occupied by at least one person 55 years of age or older.

19
 20 4.2. No person who has not yet reached his/her 18th birthday shall
 21 reside permanently in any dwelling unit. A resident shall be considered "permanent" if
 22 he/she resides within the Properties for more than 30 days in any 12-month period.

23
 24 4.3. The Board of Directors of the Association has the exclusive right to
 25 determine who is a resident or occupant for the purposes of determining compliance
 26 with this Section 4.

27
 28 4.4. The Board of Directors shall establish procedures to insure
 29 compliance with the State and Federal Fair Housing Acts, and any other legislation or
 30 governing regulations pertaining to this Section 4.

31
 32 4.5 If the occupant of a Lot is 55 years of age or older and dies leaving
 33 a spouse or other co-inhabitant residing on the Lot who is less than 55 years of age,
 34 that person may remain as an occupant. However, if the percentage of Lots occupied
 35 by persons who are 55 years of age or older falls below 80%, the foregoing exemption
 36 becomes null and void, and such underage persons must leave the Lot within a period
 37 of 6 months from written notice from the Association.

38
 39 4.6. The Board may require a compliance form, signed before a notary
 40 public by one of the Owners of a Lot, attesting that no person under the age of 18 years
 41 resides permanently in the dwelling unit.

1 5. Architectural Review.

2
3 5.1. Approval Required. Any and all exterior changes, attached to the
4 outside of the Unit or not, require approval from the Architectural Committee. This
5 includes but is not limited to: building, rebuilding, remodeling, painting, repainting, or
6 erecting any building, wall, fence, coping (the top bricks on a wall; the edges to walls),
7 driveway or any other structure whatsoever. Awnings, sun shades and other
8 projections from a building also must receive approval of the Architectural Committee.
9

10 5.2. Plan Submittal. Two complete sets of plans and specifications of
11 any proposed exterior modification on a Lot shall be submitted to the Architectural
12 Committee. Submitted plans shall include a plot plan showing the location on the Lot of
13 any building, wall, coping or other structure proposed to be constructed or altered,
14 together with the proposed color scheme thereof. Color schemes should follow the
15 approved paint chart, which is available from the Architectural Committee.
16

17 5.3. Review Process. The Architectural Committee shall either approve
18 or disapprove said plans and specifications within 30 days from the receipt thereof.
19 One set of said plans and specifications, with the Architectural Committee's approval or
20 disapproval endorsed thereon shall be returned to the person submitting said plans and
21 specifications by the Architectural Committee, and the other copy shall be retained by
22 the Architectural Committee. If said Architectural Committee shall fail, in writing, to
23 approve or disapprove such plans and specifications within 30 days after the delivery
24 thereof to the Association, these plans shall be deemed denied unless the applicant has
25 agreed, in writing, to an extension of time. Architectural Committee approvals shall
26 expire 12 months after the date of approval unless a time extension is made in writing
27 by the Architectural Committee.
28

29 5.4. Standards of Review. The Architectural Committee shall have the
30 right to disapprove any plans or specifications submitted to it as aforesaid if such plans
31 and specifications are not in accordance with all of the provisions of this Declaration or
32 if, in the opinion of the Architectural Committee, the design or color scheme of the
33 proposed building or other structure is not in harmony with the general surroundings of
34 the subject Lot or with the adjacent buildings or structures, or if the plans and
35 specifications are incomplete. The decision of such Architectural Committee shall be
36 final.
37

38 5.5. Limitation of Liability. Neither the Association nor the Architectural
39 Committee shall be responsible in any way for any defects in any plans or specifications
40 submitted in accordance with the foregoing, nor for any structural defects in any
41 buildings or structures erected according to such plans or such specifications.
42

43 5.6. Architectural Committee. The Architectural Committee shall be
44 appointed by the Board of Directors of the Association. The Committee may designate
45 a representative to act for it except that any written approval or disapproval required by

1 this Section 5 shall continue to be done by the Committee itself. If a designated
 2 representative is hired to review plans for the Committee, the cost of such review shall
 3 be the responsibility of the submitting owner.

4
 5 5.7. Time Limits. All Architectural Committee approvals remain valid for
 6 one year and shall expire if the approved project has not been initiated. When
 7 construction begins, it must be completed within 60 days. Extensions need to be
 8 approved by the Architectural Committee.

9
 10 5.8. Governmental Requirements. The Lot Owner is responsible for
 11 compliance with all building codes, zoning codes, and other County or municipal
 12 requirements, which shall be in addition to any Association approval.

13
 14 6. Architectural and Building Restrictions.

15
 16 6.1. General. Each and every Lot in the Properties shall be used for
 17 private residence purposes only, and no structure whatever other than one first-class,
 18 private one-family residence, not to exceed one story in height, together with private
 19 garage or carport, shall be placed or maintained on any Lot.

20
 21 6.2. Minimum Size of Dwelling Unit. No dwelling unit shall be erected,
 22 permitted, or maintained on any Lot, which shall have interior ground floor area less
 23 than 1000 square feet of living area "Living area" does not include porches, patios,
 24 carports, or garages.

25
 26 6.3. Wall Heights. No building elements shall be higher than 16 feet
 27 above the finished floor level of the main living area. No wall outside the main building
 28 setback area shall be higher than 6 feet above the finished ground line at any point.
 29 Requests for variances in wall height will be considered by the Architectural Committee
 30 on the basis of compatibility with adjacent existing walls and for swimming pool
 31 enclosures.

32
 33 6.4. Setbacks:

34
 35 (A) Front. No buildings, carports, or other structures, other than
 36 walls or fences, shall be located on any Lot nearer to the front Lot
 37 line than twenty (20) feet. The exception to this rule is any Lot in a
 38 cul-de-sac in which the setback shall be no less than ten (10) feet.

39
 40 (B) Side. The setback shall be eight (8) feet.

41
 42 (C) Rear. The setback shall be fifteen (15) feet, with the
 43 exception of walls and fencing.
 44

1 (D) Lot 128. On Lot 128, a building may be located within a
2 minimum of four (4) feet from the side Lot line.

3
4 (E) For the purpose of establishing setback compliance, original
5 eaves, steps, and open porches may be in the setback area.
6 Newly-constructed eaves, steps and open porches must be
7 approved by the Architectural Committee, including setback
8 compliance or variance.

9
10 (F) Exceptions to the foregoing setback limitations may be
11 considered where immediately adjacent houses have been
12 constructed and such variances are deemed compatible by the
13 Architectural Committee. No exceptions shall be approved until 20
14 days following notification of Lot Owners within 100 feet of the
15 property lines, or earlier if these Owners waive the variance in
16 writing.

17
18 6.5. Storage Sheds & Other Accessory Structures. Storage sheds and
19 other accessory structures need the prior written approval of the Architectural
20 Committee before installation or construction on a Lot. The submitted plan must show
21 the type, appearance, and location of the proposed storage shed or other accessory
22 structure. The shed or other accessory structure shall not be bigger than 120 square
23 feet or more than 8 feet in height. A storage shed or other accessory structure may not
24 be used as living space of any sort for any person. Temporary storage pods may not be
25 brought onto the Property without the prior written approval of the Architectural
26 Committee or Board of Directors. Temporary storage pods may not remain on the
27 Property for more than 60 days, and may only be placed in the driveway of a Lot or
28 adjacent to the driveway. Extensions of this time limit require the written approval of the
29 Architectural Committee or Board of Directors.

30
31 6.6. Utilities and Equipment.

32
33 (A) No overhead utilities or other structures shall be erected and
34 maintained on any Lot, parcel, easement, area or portion of the
35 Properties without the written approval of the Architectural
36 Committee.

37
38 (B) No ham radio towers are allowed, and all exterior antennas
39 must be hidden by parapet walls. The Board of Directors may, at its
40 discretion make an exception where an Owner is a certified
41 participant in an official security program. This provision is not
42 retroactive to those antennas legally installed prior to approval of
43 this Declaration.
44
45

1 6.7. Landscaping.

2
3 (A) If a Lot Owner wishes to plant any tree, bush or shrub that
4 could block another Owner's view of the mountains or the golf
5 course, the Owner must first get written approval from the
6 Architectural Committee and notify the affected neighbor(s).

7
8 (B) Only trees that are approved by Pima County may be
9 planted in the Properties. Lot Owners are responsible to contact
10 Pima County or check its website to determine if a particular tree is
11 on Pima County's list of approved trees.

12
13 (C) Any tree, bush, or shrub planted prior to the recording of this
14 Declaration are considered exempt from the restrictions in this
15 Section.

16
17 6.8. Exterior Lighting. Exterior lights shall be placed on a Lot in a
18 manner that will not cause unreasonable disturbance to neighboring properties.
19 Exterior lights must be directed down and must illuminate the County sidewalk. A light,
20 for the purpose of general illumination, if installed in the front of a dwelling unit, must be
21 kept on during all hours of darkness. All existing exterior lights must be lit from dusk to
22 dawn. Plant material should be pruned to not restrict the light onto the sidewalk. This is
23 a safety issue and could create liability for an Owner who does not comply.

24
25 6.9. County Variances. Variances granted by the Pima County Zoning
26 Department or any other governmental entity also need to be approved in writing by the
27 Architectural Committee to be valid in the Properties.

28
29 7. Maintenance and Repairs.

30
31 7.1. Duty to Maintain Lots. Lot Owners shall be responsible for the
32 proper maintenance and repair of their Lots, including the dwelling units and any other
33 structures constructed or erected on the Lot. This includes but is not limited to removal
34 of all weeds and the trimming of all bushes and trees. Lots must be kept neat and tidy in
35 appearance with no rotten wood, peeling paint, bare wood, or debris, etc. in the front,
36 side or back yard.

37
38 7.2. Duty to Maintain Easements & Rights of Way. All easements
39 (including easements owned or operated by Pima County and/or any utility company)
40 on or adjacent to a Lot must be kept neat and clear of weeds, debris, trash, or items to
41 be disposed of, as well as anything that may present a health or fire hazard. This
42 includes the requirement to remove weeds from the edge of a Lot to the middle of any
43 adjoining utility easement (per County Ordinance).

1 7.3 Sidewalk and Curb Areas. All sidewalk and curb areas, which are
 2 County right of way, shall be maintained so as to provide ready access and safety to
 3 pedestrians. Trees shall be pruned so as to be no closer than one foot to sidewalk and
 4 curb edges, and to provide head clearance on sidewalks and streets to a minimum of 6
 5 feet 8 inches. Shrubs shall be pruned to not extend past the edge of the sidewalk and
 6 curb edges.

7
 8 7.4. Corner Lots. No fence, wall, hedge, shrub or any other
 9 improvement shall be placed or permitted to remain on any corner Lot if it obstructs
 10 vehicle sight lines.

11
 12 7.5. Shared Structures. On any Lots where there are shared common
 13 walls, carports, sewers, roofs, patio walls, sidewalks, the respective Lot Owners shall be
 14 liable jointly and severally for repairs to and maintenance of such party walls, carports,
 15 sewers, roofs, patio walls and sidewalks.

16
 17 7.6. Destruction of Dwelling Unit. In the event any dwelling unit is
 18 destroyed in whole or in part as the result of fire or any other cause whatsoever and the
 19 Owner of such damaged or destroyed dwelling unit fails to rebuild it, then the Owner
 20 shall remove the remaining portions of the damaged or destroyed dwelling unit, and
 21 shall maintain and keep the Lot in a clean and sanitary condition; and the Owner further
 22 agrees to repair and restore any party walls, carports, sewers, roofs, patio walls or
 23 sidewalks damaged or destroyed as a result of the fire or other cause.

24
 25 7.7. Drainage. Easements for installing and maintaining drainage
 26 facilities are reserved as shown on the Plat and over the rear 5 feet on each Lot. Within
 27 these easements: (A) no structures may be built; and (B) no plants or other materials
 28 shall be placed or permitted to remain if they change the direction of the flow of
 29 drainage channels in the easement, or if they obstruct or retard the flow of water
 30 through drainage channels or swales (drainage ditches or pathways) in the easements.

31
 32 7.8. Owner's Failure to Maintain. If any Owner fails to maintain or repair
 33 any portion of his/her Lot, or any structures located thereon, including any wall, which
 34 he is obligated to maintain under the provisions of this Declaration, the Association (by
 35 its agents or employees) shall have the right, but not the obligation, after 10 calendar
 36 days prior written notice, to enter upon such Owner's Lot to perform the maintenance
 37 and repairs not performed by the Owner. The Association's Board of Directors shall
 38 have the right, in its sole discretion, to determine the need for such maintenance, repair
 39 or upkeep. The cost of any such work performed by or at the request of the Association
 40 shall be paid by the Owner of the Lot upon demand from the Association and shall
 41 become part of the Assessment on the Lot if unpaid within 30 days of said demand and
 42 shall be collected in accordance with Article 3 above.

43
 44 7.9. Easement for Maintenance. Each Owner or his authorized agent,
 45 in order to conduct required 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. The Association shall have a right of entry and an easement upon each Lot for the purpose of fulfilling its responsibilities hereunder.

8. Use Restrictions.

8.1 No Business Uses. No gainful occupation, profession, trade, or other non-residential use shall be conducted on the Properties, except that an Owner may carry on a "Home Occupation", as provided below.

(A) Scope of "Home Occupations". "Home Occupation" as permitted by this Section 8.1 means private consultation and advice in trades and professions, and the creation of art work, craft, and small wares, and includes consultation by professionals such as accountants, lawyers, and doctors, but no portion of the Properties nor any dwelling unit shall be used for the full-time general practice of any profession, nor as a lodge, regular club meeting place, religious institution, revivalist, cult, or sect meeting place, nor may the interior of any dwelling unit be used for medical or surgical treatment or procedures.

(B) Restrictions on Home Occupations. An Owner or occupant residing in a dwelling unit may conduct a Home Occupation solely within the private confines of a dwelling unit so long as: (A) the existence or operation of the business activity is not apparent from the outside of the dwelling unit, and no sound or smell from the outside of the dwelling unit indicating the conduct of business is detectable; (B) the business activity conforms to all zoning requirements for the Properties; (C) the business activity does not involve frequent or annoying traffic by persons coming on the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; (D) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or hazardous or offensive use, nor threatens the security or safety of other residents of the Properties.

(C) Specific Prohibitions. Notwithstanding the generality of the foregoing, none of the following may occur: use or storage of heavy equipment or machinery, manufacturing, drilling, burning, or conversion of any garage into a business office.

(D) Exterior Appearance of Dwelling Unit. No business conducted upon the Properties or in any dwelling unit may result in any change to the exterior appearance of any dwelling unit or Lot, and no business conducted shall involve buildings, or structures in addition to the dwelling unit. Business signs of any type are prohibited in the Properties.

1 (E) Board's Discretion. The Board of Directors shall have the
 2 discretion to determine whether, in a particular case, the conduct of
 3 a Home Occupation violates the provisions of this Declaration. If
 4 such determination is made, the Board of Directors shall have the
 5 authority to require that the Home Occupation in question ceases
 6 immediately.

7
 8 (F) Pertinent Definitions. The terms "business" and "trade," as
 9 used in this provision, shall be construed to have their ordinary,
 10 generally-accepted meanings, and shall include, without limitation,
 11 any occupation, work or activity undertaken on an ongoing basis
 12 which involves the provision of goods or services to persons other
 13 than the provider's family and for which the provider receives a fee,
 14 compensation or other form of consideration, regardless of
 15 whether: (A) such activity is engaged in full or part-time; (B) such
 16 activity is intended to or does generate a profit; or (C) a license is
 17 required therefor. Notwithstanding the above, the leasing of a Lot
 18 shall not be considered a trade or business within the meaning of
 19 this Section.

20 8.2. Animals. No cattle, sheep, goats, pigs, rabbits, poultry or other
 21 livestock shall be kept or maintained on any part of the Properties. This restriction shall
 22 not be construed, however, as prohibiting the keeping of ordinary domestic pets. All
 23 owners of domestic pets must keep their animals on a leash when off the owner's
 24 property and clean up all droppings so as not to be offensive to other Lot Owners. No
 25 domestic pet shall be allowed to be a nuisance. Please be courteous and aware that
 26 barking dogs disturb the neighborhood. Lot Owners are responsible for notifying renters
 27 of these conditions, either directly or through their Realtor or rental agent.

28 8.3. No Boring Equipment. No derrick or other structure designed for
 29 use in boring for water, oil or natural gas shall be erected, placed or permitted upon
 30 any part of the Properties, nor shall any, water, oil, natural gas, petroleum, asphaltum
 31 or hydrocarbon products or substances be produced or extracted therefrom.
 32

33 8.4. Leasing Dwelling Units. No room or rooms in any dwelling unit may
 34 be rented or leased to others by the Lot Owner; however, nothing in this paragraph shall
 35 be construed as preventing the renting or leasing of an entire Lot, together with its
 36 improvements.
 37

38 8.5. Nuisance. No Lot or open carport shall be used in whole or in part
 39 for the storage of rubbish of any character whatsoever nor for the storage of any
 40 property or thing that will cause such Lot to appear in an unclean or untidy condition or
 41 that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on
 42 upon any Lot nor shall anything be done, placed or stored thereon which may become
 43 an annoyance or nuisance to the neighborhood or occasion any noise or odor which will
 44 or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding

properties. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. Every effort should be made to conceal trash containers from the street and neighboring properties other than on trash collection day(s). Trash containers shall not be placed on the curb any earlier than late afternoon before trash pick up the following day.

8.6. Signs.

(A) No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or on or in any building erected thereon, except that a sign advertising the property For Sale or For Rent by the owner or his agent will be permitted. These signs shall be not larger than two feet by three feet, shall be commercially prepared, and shall be removed when the house is sold or rented.

(B) A name plate of the occupant of any dwelling unit is permitted, as is a security company sign. Also permitted are signs stating: "No Solicitation" or "Clean Up After Your Pet."

(C) Political signs are allowed, provided they are displayed no earlier than 71 days before and removed no later than 10 days after an election.

8.7. Subdividing or Combining Lots. No Lot(s) shall be subdivided except for the purpose of combining resubdivided portions with adjoining Lot(s), provided that no additional Lot is created thereby. A larger Lot, created by such subdivision for all purposes of this Declaration shall be deemed as constituting a single Lot.

8.8. Temporary Buildings.

(A) No temporary building or tent shall be placed or erected upon any part of any Lot. Nothing in this paragraph shall be construed to prohibit a temporary screened room or sun shades with the prior approval of the Architectural Committee.

(B) No residence placed or erected on any lot shall be occupied in any manner at any time prior to its being completed in accordance with approved plans and until it complies with all requirements, conditions and restrictions set forth herein.

1 8.9. Vehicles and Parking.

2
3 (A) No recreational vehicle, boats, trailer or similar vehicle may
4 be parked or stored anywhere on the Properties, including within a
5 carport or on any other part of a Lot, except as provided in (B)
6 below.

7
8 (B) Recreational vehicles belonging to a Lot Owner, tenant or
9 guest may be parked only on the driveway or the street immediately
10 in front of the Owner's Lot for a period not to exceed 72 continuous
11 hours per incident. A period of at least 48 hours must elapse
12 between incidents. The recreational vehicle must have orange
13 cones around it or reflectors. No drop cords or hoses may be run
14 across the sidewalk from any vehicle. No person may sleep
15 overnight in any parked vehicle.

16
17 (C) Any additional operating and registered passenger vehicle
18 may be parked without a time limit next to the driveway outside the
19 carport or garage, but not in the front or back yard.

20
21 (D) Vans must be able to enter and fit completely within the
22 covered carport or garage in order to be considered a passenger
23 vehicle and not a recreational vehicle. A variance to this restriction
24 will be given by the Board to accommodate a disability or
25 professional need.

26
27 (E) No vehicle may be parked on the strip between the street
28 and the sidewalk or in a manner that obstructs the sidewalk.

29
30 (F) Commercial vehicles, including but not limited to pick-up
31 type vehicles in excess of $\frac{3}{4}$ ton capacity with a length greater than
32 235 inches (specifically 18-wheelers), may not be parked on any
33 Lot, driveway or street overnight.

34
35 (G) Commercial vehicles are allowed to park during daylight
36 hours only while directly providing services to the homeowner or to
37 load/unload.

38
39 (H) There shall be no visible vehicle repairs or storage or
40 parking of inoperable or junk vehicles (as same are customarily
41 defined) anywhere in the Properties. Any vehicle that does not
42 show current State registration will be considered inoperable.

43
44 8.10 Yard Sales. Lot Owners are limited to one on-site sale (patio,
45 garage, yard, moving, estate, etc.) per calendar quarter each year. A sale may last no

1 longer than two consecutive days. Set-up and take down for an additional 12 hours
2 before and after a sale is allowed. Items may not be stored in carport or yard between
3 quarterly sales. For a variance from this restriction, contact the Board of Directors. Any
4 variance must be in writing.

5
6 9. Enforcement.

7
8 9.1. Right of Association to Enforce. The Association or any Owner has
9 the right to enforce the Restrictions, by any proceeding at law or in equity.

10
11 9.2. Attorney Fees. In the event the Association employs an attorney to
12 enforce compliance with or recover damages for any violation of the Restrictions or the
13 Rules, the offending Owner shall pay to the Association, upon demand, all reasonable
14 attorney fees and costs incurred by the Association, whether or not suit or an
15 administrative proceeding is filed. If a court or administrative proceeding is filed, the
16 prevailing party shall be awarded its reasonable attorney fees and costs. Attorney fees
17 and costs due to the Association shall be added to the Owner's Assessment account.

18
19 9.3. Waiver. No delay or omission on the part of the Association or any
20 Owner in exercising its right to enforce the Restrictions shall be construed as a waiver
21 of or acquiescence in any breach thereof, and no right of action shall accrue against the
22 Board of Directors, the Association or any Owner for their neglect or refusal to exercise
23 such right of enforcement.

24
25 9.4. Protection of Mortgagee. No breach of the Restrictions shall defeat
26 or render invalid the lien of any mortgage or deed of trust made in good faith for value
27 as to any portion of the Properties. The Restrictions shall be enforceable against any
28 portion of the Properties acquired by any Person through foreclosure, for any breach
29 occurring after such acquisition.

30
31 9.5. No Obligation to Enforce. The Association is not obligated to take
32 any enforcement action if the Board determines, in its sole discretion, that because of
33 considerations pertaining to the Association's finances, possible defenses, the time and
34 expense of litigation or other enforcement action, the likelihood of a result favorable to
35 the Association, or other facts deemed relevant by the Board, enforcement action would
36 not be appropriate or in the best interests of the Association. The failure of the
37 Association or an Owner to take enforcement action with respect to a violation of the
38 Restrictions shall not constitute or be deemed a waiver of the right of the Association or
39 any Owner to enforce the Restrictions in the future.

40
41 9.6. Enforcement Procedures. At the Board's discretion, a violation of
42 the Restrictions by an Owner, his guests, tenants or family members, may be referred to
43 the Association's attorney for enforcement action in Superior Court or any other court or
44 agency of appropriate jurisdiction. Alternatively, the Board may levy a monetary penalty

1 or other sanction against an Owner in accordance with procedures set forth by the
2 Board of Directors.

3
4 9.7. Cumulative Rights and Remedies. All rights and remedies of the
5 Association under the Restrictions or at law or in equity are cumulative, and the
6 exercise of one right or remedy shall not waive the Association's right to exercise
7 another right or remedy. This means that the Association's Board can decide to bring a
8 lawsuit against an Owner to enforce the Restrictions in addition to or instead of
9 imposing a monetary penalty. This also means that all pertinent provisions of this
10 Declaration also apply, including (but not limited to) the self-help provisions in Section
11 7.8 above.

12
13 10. Severability. Invalidation of any one or more of these covenants or
14 restrictions by judgment or court order shall in no way affect any of the other provisions
15 herein contained which shall remain in full force and effect.

16
17 11. Term. The provisions, conditions, restrictions and covenants set forth in
18 this Declaration run with the land and continue and remain in full force and effect at all
19 times and against all persons.

20
21 12. Amendment. This Declaration can be amended at any time with the
22 approval of a majority of the Owners (casting one vote per Lot) who have returned a
23 ballot to the Association evidencing that Owner's vote. Any amendment to the
24 Declaration must be evidenced by a document signed by the President and Secretary of
25 the Association attesting that the amendment was approved by the requisite number of
26 Owners. Any amendment to the Declaration becomes effective when recorded in the
27 Office of the Pima County Recorder.

28
29 IN WITNESS WHEREOF, the undersigned certify that, in an election duly called
30 and held, a majority of Owners who returned a ballot to the Association voted
31 affirmatively for the adoption of this Declaration.

32
33 GREEN VALLEY FAIRWAYS
34 PROPERTY OWNERS ASSOCIATION
35 an Arizona non-profit corporation

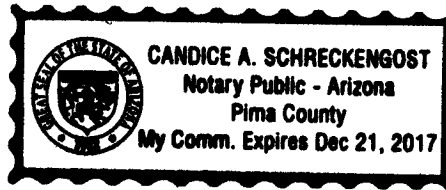
36
37
38 By  _____

39 Its: President

40
41 ATTEST:

42
43
44 By  _____

45 Secretary



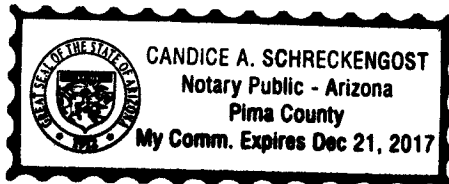
1
2
3 STATE OF ARIZONA)
4 : ss.
5 County of Pima)
6

7 This instrument was acknowledged before me this 16 day of
8 May, 2016, by Michael Lance Roth,
9 President of the Green Valley Fairways Property Owners Association, an Arizona non-
10 profit corporation.
11

12
13 C. Schreckengost
14 Notary Public
15

16
17 STATE OF ARIZONA)
18 : ss.
19 County of Pima)
20

21 This instrument was acknowledged before me this 16 day of
22 May, 2016, by Helen Ritchie Mullaly,
23 Secretary of the Green Valley Fairways Property Owners Association, an Arizona non-
24 profit corporation.
25



26
27 C. Schreckengost
28 Notary Public