



SEQUENCE: 20192140100
NO. PAGES: 20
08/02/2019
10:34:04

MAIL

WALTER HENDERSON
210 W CONTINENTAL RD 126
GREEN VALLEY AZ 85622

When recorded, mail to:
WALTER L. HENDERSON, P.C.
210 West Continental Road, Suite 126
Green Valley, Arizona 85622
(520) 625-6811

CONDITIONS, COVENANTS AND RESTRICTIONS FOR GREEN VALLEY
TOWNHOUSE ASSOCIATION 5, INC.

APPLICABLE TO THE FOLLOWING MEMBER REAL PROPERTY PARCEL
NUMBERS:

Book-Map-Parcel

304-21-0900
304-21-1010
304-21-1120
304-21-0630
304-21-0650
304-21-1090
304-21-0680
304-21-0790
304-21-0760
304-21-0730
304-21-070A
304-21-0870
304-21-0850
304-21-0940
304-21-0820
304-21-0990
304-21-1060
304-21-0960

Book-Map-Parcel

304-21-0910
304-21-1020
304-21-1130
304-21-0640
304-21-1100
304-21-0670
304-21-069A
304-21-0780
304-21-0750
304-21-0720
304-21-0890
304-21-0920
304-21-0930
304-21-0830
304-21-081A
304-21-1050
304-21-0970

Book-Map-Parcel

304-21-1000
304-21-1030
304-21-0620
304-21-1110
304-21-0660
304-21-1080
304-21-080A
304-21-0770
304-21-0740
304-21-0710
304-21-0880
304-21-0860
304-21-0840
304-21-0950
304-21-1040
304-21-0980
304-21-1070

**CONDITIONS, COVENANTS AND RESTRICTIONS FOR GREEN VALLEY
TOWNHOUSE ASSOCIATION 5, INC.**

Table of Contents

June 2019 CC&R amendment and restatement document.....	3-5
1. Committees.....	6
2. Housing for Older Persons Act (HOPA).....	6
3. Age Restrictions.....	7
Annual Resident Registration form.....	7
4. Owners responsibility.....	7-8
External repairs and alterations.....	7
Yard/street lamp.....	7
Garbage and waste disposal.....	7-8
5. Objectionable activity.....	8
6. Condition of dwellings.....	8
7. Structures.....	8
8. Other Buildings.....	8
9. Storage.....	8
10. Temporary Shelters.....	8-9
11. Easements.....	9-10
Damage to or destruction of dwelling.....	10
12. Utility Line Easements.....	10
13. Business.....	10
Business activity on a residential site.....	10
14. Pets.....	10-11
15. Signs.....	11
16. Carport Sales.....	11
17. Solicitation.....	11
18. Maintenance.....	11-12
19. Landscaping.....	12
20. Vehicles.....	12

21. Potential Improvements.....	12
Architectural/Property Management Committee approval process.....	12-13
22. Definition of Improvements.....	13
23. Approved Exterior paint colors.....	14
24. Rentals of Residential Sites.....	14
25. Assessments.....	14-16
26. Voting (suspension of rights).....	16
27. CC&R Amendments.....	16
Association voting process.....	16-17
28. Noncompliance	17-18
Fines and legal action related to noncompliance.....	18
29. Enforcement.....	18-19

RESTATED CC&Rs AND ESTABLISHMENT
OF
CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC.

WITNESSETH:

WHEREAS, Maxon Construction Co., an Illinois Association, did execute and record a certain CC&Rs of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Residential sites on July 31, 1964, in Docket 2300 at Pages 400 through 409, in the office of the County Court of Pima County, affecting the following real property:

Block 1 of Tucson Green Valley, Unit No. 1, Blocks 1 through 12 as recorded in the office of the County Recorder, Pima County, Arizona, in Book 16 of Maps and Plats, at page 76 thereof, and

WHEREAS, Arizona Land & Title Trust Company, an Arizona Association, as Trustee under Trust No. 6323-T, did execute and record a certain CC&Rs of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Residential site, Unit #2, on April 7, 1965, in Docket 2466 at Pages 305 through 315, in the office of the County Recorder, Pima County, Arizona, affecting the following real property:

Residential site 2, Block 6, in Tucson Green Valley, Unit No. 1, Blocks 1 through 12, a subdivision of a portion of San Ignacio De La Canoa private land grant recorded in the office of the County Recorder of Pima County, Arizona in Book 16 of Maps and Plats, at page 76, thereof, and

WHEREAS, Arizona Land Title & Trust Company, an Arizona Association, as Trustee under Trust No. 6323-T, did execute and record a certain CC&Rs of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Residential sites, Unit #5, on July 1, 1966, in Docket 2778 at Pages 66 through 76, in the office of the County Recorder of Pima County, Arizona, affecting the following real property:

All that part of Residential site 2 of Block 3 of Tucson Green Valley, Unit No. 1, as recorded

in the office of the County Recorder, Pima County, Arizona, in Book 16 of Maps and Plats at page 76 thereof, lying East in the East line, extended North and South, of that part of said Residential site conveyed to Mountain States Telephone & Telegraph Company, a Colorado Association, by deed recorded in the office of the County Recorder, Pima County, Arizona, in Docket book 2650 at pages 132 through 137, being more particularly described as follows: Beginning at the Northeast corner of said Residential site 2 of Block 3; thence South along the East line of said Residential site 2, a distance of 544.47 feet to the Southeast corner of said Residential site 2; thence West along the South line of said Residential site 2, a distance of 77.10 feet to the point of intersection of said South line of Residential site 2 with the extended East line of said part conveyed to Mountain States Telephone & Telegraph Co.; thence North along said extended East line, a distance of 465.78 feet to a point in the North line of said Residential site 2; thence North 84 degrees 13' 03' East along said North line of said Residential site 2, a distance of 781.08 feet to the point of beginning, and

WHEREAS, each of said CC&Rs, as amended from time to time, provides that the original Green Valley Residential site Association, Inc., now referred to as GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC., shall have the right to make amendments to said CC&Rs provided, however, that all such amendments are approved by at least two-thirds of the membership, and

WHEREAS, said CC&Rs was restated by the Restated CC&Rs and Establishment of Conditions, Covenants and Restrictions as recorded on March 9, 2004, in Docket 12254, at pages 4968 through 4979 in the office of the County Recorder of Pima County, Arizona, and

WHEREAS, the original previous homeowners association known and referred to as the Green Valley Townhouse Association, Inc., was legally dissolved by and through that vote taken on December 7, 2018, wherein all members of said Green Valley Townhouse Association, Inc. agreed to allow said Green Valley Townhouse Association, Inc. to dissolve into three (3) separate HOA's and this HOA, GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC, was legally created and formed by and through the Arizona Corporation Commission on or about 1 February 2019, Entity Identification Number 1947487 and controlled by those legal documents recorded on 8 May 2019 under Sequence Number 20191280666 by and through the Pima County Recorder's Office; and

NOW, THEREFORE, the undersigned, being President and Secretary of GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC., do hereby declare that the CC&Rs is amended and restated as attached hereto.

The undersigned hereby certify that the following amendment and restatement to the CC&Rs was approved by at least two-thirds of the membership.

IN WITNESS WHEREOF, we cause this CC&Rs to be executed on this _____ day of _____, 2019.

GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC.

By _____

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Betty DeVoto and Linda Huckaba, President and Secretary respectively, of GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC., an Arizona Association, who acknowledged that they, as such Officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Association by themselves as such officers.

Notary Public

My Commission expires: _____

CONDITIONS, COVENANTS AND RESTRICTIONS FOR GREEN VALLEY TOWNHOUSE
ASSOCIATION 5, INC.

GREEN VALLEY TOWNHOUSE ASSOCIATION 5, INC., may be referred to herein as the Association. These Conditions, Covenants and Restrictions (CC&Rs) may be referred to herein as the CC&Rs. These CC&Rs apply to all occupants, whether owners or tenants, and to all leases as well as sales.

1) **Committees.** To oversee and administer these CC&Rs, Committees shall be established, such as Architectural, Property Maintenance, Nominating and Legal Action/Safety and others as may be required. These Committees shall be appointed each year by the duly elected President with the approval of the Board of Directors of the Association.

2) **Housing for Older Persons Act (HOPA).** Owners acknowledge and agree, by acceptance of a deed to any residential site, that the subdivision was constructed with the purpose of housing for older persons. These residential sites shall be deemed to be housing for older persons as set forth in the Housing for Older Persons Act of 1995. All sales of the residential sites are subject to HOPA requirements. Owners shall be required to complete and sign an annual Resident Registration form to ensure not only HOPA requirements are met but also those of the Fair Housing Act of 1968 (FHA)/Department of Housing and Urban Development (HUD) and Arizona Statute 33-1806.01.

It shall be viewed as a violation of the terms and provisions of the CC&Rs if any residential site is sold and is not occupied by at least one person 55 years of age or older. However, if an occupant who is 55 years of age or older dies and leaves the residential site to a surviving spouse or other companion who was residing with the decedent, then providing such surviving spouse or other co-habitant is at least 18 years of age, the Association may elect to allow the surviving spouse or co-habitant to remain the occupant of the residential site without violating the CC&Rs. It is recognized that despite the foregoing restriction, a caregiver of any resident shall be

permitted to reside in the community with the sole purpose of caring for a sick or disabled resident after notifying the Board.

3) **Age Restrictions.** As manifested by these governing documents:

- a) No person under 18 years of age shall be permitted to reside in a residential site or to stay therein as a visitor or temporary guest except for not more than 30 days cumulatively during any 12 month period.
- b) The owner acknowledges that it is the responsibility of each owner to comply with the age restrictions and to notify the Association, in writing, of the new residents upon sale or lease of any residential site. The Association has the right to verify the age of all occupants of a residential site in accordance with the requirements of the Fair Housing Act Amendments of 1988 and to periodically update those records by means of an Annual Resident Registration Form.

4) **Owners' Responsibilities.** Owners are solely responsible for all costs and expenses relating to the maintenance, repair, upkeep, taxation and assessment of their residential site and all improvements thereon, including but not limited to utility costs, property taxes, roof maintenance and repair, maintenance and repair of building exteriors and the exterior portions of other improvements.

- a) All exterior repairs must be made in conformance with the original architectural design and style of the improvement being made. All exterior repairs and/or alterations shall be submitted to the Architectural Committee prior to any initiation of any proposed changes to be made.
- b) Each residence must maintain the original yard/street lamp in conformity with existing and established design, height and location in yard. It shall be furnished with a photo-electric cell for night lighting, and no inside-the-house switch shall be permitted. Burned-out bulbs and failed photo cells must be replaced promptly and lamp post repainted regularly in same, original black color.
- c) Equipment for the storage or disposal of garbage or other waste must be kept in a clean and sanitary condition. Refuse containers should be set out for pick-up no sooner than 24 hours prior to scheduled pick-

up day and removed from sidewalks and thoroughfares within 24 hours after service is completed, which is a reasonable amount of time.

5) **Objectionable Activity.** Residents and their guests/visitors shall not cause any noise or odor or otherwise disturb the quiet, peace, comfort, security or serenity of other occupants or surrounding properties.

6) **Condition of Dwellings.** Occupants shall keep their dwelling in a good state of preservation and cleanliness, and shall not sweep or throw, or permit to be swept or thrown, from their dwelling, any dirt or other substance into the quarters or passages used in common with others as to not interfere with the rights, comfort or convenience of other occupants.

7) **Structures.** No structure shall be erected, altered, placed or permitted to remain on any of said residential sites or portions of residential sites which is meant for other than use as a family dwelling or exceeds two stories in height. No residence building shall be erected, permitted or maintained on any of said residential sites which shall have a ground floor area of less than 1,000 square feet exclusive of open porches, pergolas, or carports.

8) **Other Buildings.** No temporary house, trailer, RV, garage, tent storage shed, storage container or other building shall be placed or erected upon any part of the real property and occupied as living quarters. However, during the construction of a house on any residential site, any necessary temporary buildings may be erected and maintained by the person constructing the house. No person shall occupy or live in any temporary building or house until it is completed and a certificate of occupancy has been obtained.

9) **Storage.** No residential site may be used in whole or part for the storage of unsightly materials or for anything that shall cause the residential site to appear in an unclean or untidy condition including storage sheds and storage closets that have not been approved by the Architectural Committee.

10) **Temporary Shelters.** No mobile, manufactured or prefabricated home is permitted on any residential site or anywhere else on the properties. No temporary house, house trailer, motor home, or other like vehicle, tent, garage, camper, boat or outbuilding of any kind is permitted on any part of the properties. No

commercial vehicle, commercial trailer, motor home, RV, pick-up truck with a camper or the like shall be parked on the streets within the subdivision for more than 72 hours in a thirty (30) day period and shall not be lived in nor slept in. Removal of such vehicles in violation shall be at the vehicle owner's expense. Vehicles may not obstruct the sidewalk or driveways.

11) **Easements.** Buildings on any residential site or portions of residential sites may have common walls in the main building, roofs, overhangs, patio walls, and/or carports and there may be common sewer lines, power, gas and water lines. There may be common sidewalks. Each of the residential sites or portions of residential sites shall be subject to a perpetual easement in favor of the owner or owners of the other residential sites or portions of residential sites to which these restrictions apply for the hooking up, operating, use, maintenance and inspection of attachments for electric hookups and meters customarily installed and used by the public utility or utilities serving the said real property. Each of the residential sites or portions of residential sites shall be subject to a perpetual easement in favor of the owner or owners of the other residential sites or portions of residential sites to which these restrictions apply for construction, maintenance, repairs and alterations.

On any residential site or portion of residential sites where there are common walls, carports, sewers, roofs, patio walls and/or sidewalks, the owner or owners of such residential sites or portion of residential sites shall be jointly and severally liable for repairs to and maintenance of such party walls, carports, sewers, roofs, patio walls and/or sidewalks.

In the event any dwelling erected on any residential site or portion of residential site is destroyed in whole or part as the result of fire or due to any other cause whatsoever and the owner of such damaged or destroyed dwelling fails to rebuild such dwelling, then such owner agrees to remove the remaining portion of such damaged or destroyed dwelling and to maintain and keep such residential site or portion of such residential site in a clean and sanitary condition; and such owner further agrees to repair and restore any common walls, carports, sewers, roofs, patio walls or sidewalks on the owners property damaged or destroyed as a result of fire

or by any other cause whatsoever.

12) **Utility Line Easements.** It is hereby reserved, in favor of the owner or owners of any residential site or portions of residential sites in said real property, a 5-foot easement over the rear portion of all residential sites for utility lines of all kinds and character whatsoever. There shall be joint use among the owner or owners of residential sites or portions of residential sites in said real property, of all utility facilities, including but not limited to gas, electricity and water.

13) **Businesses.** No trade or business may be conducted on any residential site. However, a person may conduct a home business on the residential site so long as:

- a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residential site.
- b) The business activity does not involve (1) any person conducting such business who does not reside on the residential site or (2) door-to-door solicitation of other owners or their tenants and guests.
- c) The existence or operation of the business does not increase that residential site's use of any part of the common areas over that which is standard for a single family residence.
- d) The existence or operation of the business does not require customers or delivery trucks to visit the residential site or commercial vehicles to park anywhere in the neighborhood.
- e) The business activity does not constitute a nuisance or a hazardous or offensive use, or cause the owner to violate any provision of the CC&Rs.
- f) The business activity conforms to all Pima County zoning ordinances.
- g) The business activity does not compromise the security or safety of others, as may be determined in the sole discretion of the Board.

14) **Pets.** Only two domestic pets are permitted (including service animals). Domestic pets include cats and dogs (small indoor birds and fish included, fish not limited to two). Domestic pets do not include livestock, reptiles or rodents. No animal may be bred or raised for commercial purposes. Household pets must be kept

within the dwelling unit or, when the owner is present, within the owner's walled and may not produce clearly audible sound (frequently or for continuous duration howls, barks, meows, squawks or other sounds) beyond the property line of the property on which they are conducted as to disturb the public peace and quiet or comfort of the neighboring inhabitants.

Pet owners shall be responsible for their pets and, once off their property, the pet must be kept on a leash or in an appropriate carrier. Pet owners are also responsible for the clean-up and proper disposal of pet waste deposited in any common areas, including the streets or sidewalks or on any residential site including that of the owner. (Pima County Code of Ordinances Title 6, Animals and Chapter 4 of the Tucson Arizona Code of Ordinances Chapter 4)

15) **Signs.** For Sale and For Rent signs and sign riders are permitted. The size of the sign shall not exceed eighteen by twenty-four inches, and the size of the sign rider shall not exceed six by twenty-four inches. Prior to posting any political sign, an owner must contact a zoning inspector with Pima County and follow Code of Ordinances Section 18.79.110 E15 a-d requirements and restrictions.

16) **Carport Sales.** No carport sale shall be conducted for a period of time exceeding three (3) days, and the Association must be notified in advance of sale. Articles for sale must be limited to those owned by the parties conducting the sale, who must in every case be residents of Green Valley Townhouse Association 5, Inc. The carport sale may be advertised in a newspaper and by means of a small sign placed in the driveway of the residential site on the days of the sale. Residents are allowed two (2) sales per year except in the event of a moving sale, estate sale or a community sale organized by the neighborhood. No other signs shall be allowed except as specifically mandated by Arizona law.

17) **Solicitation.** Door-to-door solicitation or canvassing of any type for any purpose is expressly prohibited as is the peddling or distribution of any advertising.

18) **Maintenance.** Each owner must keep the residential site and all improvements in a well-

maintained condition and must repaint all outside surfaces as necessary, as determined by the Association. All exterior repairs must have approval in advance from the Architectural/Property Management Committee and be in accordance with the original architectural design.

19) **Landscaping.** Each owner is solely responsible for maintaining that owner's landscaping and must keep both the front and back yard areas in a neat, clean and well-maintained condition and free of weeds and debris. All trees and other vegetation planted in the residential site shall be kept trimmed to not measurably interfere with views from neighboring building sites or grow into any other residential site, easement, alley, sidewalk or common area. All dead vegetation must be removed in its entirety. Palm trees must be kept trimmed and free of dead, loose fronds due to unsightly nature and fire hazard. Any fallen part from trees, shrubs or plants must be raked from yard, properly and promptly collected and disposed of in a timely manner. Due to safety concerns any landscaping, plants and yard waste that falls on sidewalk, easements and common areas must be removed within seven (7) days.

No shrubs, trees, or obstructions of any kind shall be placed on corner residential sites in such places as to cause a traffic hazard. Any and all yard decorations must be intact.

20) **Vehicles.** There shall be no vehicle repairs, storage or parking of inoperable or junk vehicles on either the front or rear of any residential sites, including common area service alley ways. There shall be no parking of vehicles on either the front or rear portions of sidewalks or the yards of any residential site. There shall be no parking, of a private or commercial vehicle belonging to any owner, resident, guest or business, directly in front, behind or adjacent to another owner's property including common area service alley ways. without the expressed permission of said owner, and notification and approval by the Board.

21) **Potential Improvements.** Prior to any exterior alteration, modification, change or construction of any improvement upon a residential site, the owner must obtain written approval from both the Architectural/Property Management Committee and the Board of Directors. The owner must submit to the Architectural/Property Management Committee:

- a. a properly completed Architectural Alteration Request form (which can be downloaded from the HOA website at www.gvth5.org or by requesting a copy from a Director to be mailed/emailed to the owner;
- b. two (2) complete sets of specifications for the proposed improvement; and
- c. and any required permit (s) from Pima County.

Such specifications shall include a residential site plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

Prior to the approval or disapproval of any plans, the Architectural/Property Management Committee may, but is not obligated to, obtain the opinions of other owners, including the neighbors of the owner submitting the plans for the proposed improvement, as to the conformity and harmony of the proposed plans with the overall scheme of development, and the effect the proposed improvement might have on the views of other owners. After obtaining these opinions, the Architectural/Property Management Committee may, but need not, take them into account in making a final decision to approve or disapprove the plans. The Architectural/Property Management Committee and the Board of Directors shall either approve or disapprove said plans and specifications within thirty (30) days from receipt. Approval of the plans shall be evidenced by the written endorsement of the Architectural/Property Management Committee and the Board of Directors. One set of the endorsed plans shall be returned to the owner prior to the beginning of any construction or alteration and one set of plans shall be retained by the Architectural/Property Management Committee.

22) **Definition of Improvements.** Improvements are defined as but not limited to any remodeling, reconstruction, alteration, or additions to any building or other structure on any residential site in said property. This includes walls, fences, copings, awnings, sun shades and major landscaping.

Neither the Board nor the Architectural/Property Management Committee shall be held liable in any way for any defects in any plans, specifications or for any structural defects in any building or structure erected.

23) **Approved Exterior Paint Colors.** No person shall paint the exterior of a residential site a different color (s) without first submitting an Architectural Alteration Request form with Board approved paint color(s) to the Architectural/Property Management Committee. The Architectural/Property Management Committee shall either approve or disapprove of such color(s) within three (3) days of the request.

If a member of the Architectural/Property Management Committee desires to make any improvements that require Architectural/Property Management Committee approval, that member must be excused from the review, discussion of the plans and final approval by the Committee.

24) **Rentals of Residential Sites.** Owners have the right to rent or lease their residential site, provided that any lease must be in writing and must provide that the failure of any lessee or tenant to comply with the governing documents is in default under the lease, entitling the Association to require the owner to remove such persons from the residential site. Owners shall notify the Association in writing of their intent to sell or lease the residential site within ten (10) business days after such arrangements are made or the owner will be found to be in violation of these CC&Rs. See Section 21.

No residential site may be leased for transient purposes, which is defined as a period of less than thirty (30) days. To assure that the residential site is occupied by a single family, owners who occupy their residence shall not rent out a portion of the residence to any other person or family. Renters are prohibited from subletting. Owners shall only lease their residential sites to a single family.

In the event any tenant or occupant violates the governing documents, the Board shall provide written notice to the owner of the violation. The notice shall describe the violation and the request that the owner take the proper legal steps to alleviate the violation and come into compliance within fifteen (15) days of the date of the notice.

25) **Assessments.** The Association, through the Board, has the power to levy (a) annual assessments, (b) special assessments and (c) reimbursement assessments. The Board shall determine the amount and the dates upon which payment must be made and legally collect delinquent assessments. Each owner, by recording of a

deed to any residential site, whether or not it is stated in such deed, agrees to pay all assessments to the Association. The assessments levied by the Association shall be used exclusively for the benefit of the owners, tenants, guests and invitees, for the improvement and maintenance, repair and replacement of the common areas, for all purposes set forth in the governing documents including but not limited to enforcement of these governing documents, and any future rules and regulations, insurance premiums and reserve for contingencies.

The Board shall not levy an annual assessment which is more than 20% greater than the immediately preceding fiscal year's annual assessment without the approval of a majority of the members.

Except as otherwise provided by law, any and all assessments levied against a residential site, together with interest from the date of delinquency until paid and all costs of collection which may be paid or incurred by the Association in connection with, including reasonable attorneys fees, litigation expenses and collection costs, constitute an Assessment Lien. The Association's lien arises at the time the Assessment becomes due and has priority over all liens and encumbrances except those recorded prior to the recording of the governing documents recorded in Pima County in the State of Arizona.

In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying any other expense incurred or to be incurred as provided in the governing documents and to cover any deficiency in the operating fund for the fiscal year. Special assessments must be approved by written ballot, with an affirmative vote of a majority of members entitled to vote, or by two-thirds ($\frac{2}{3}$) of votes cast, whichever is less, at either a special meeting or the annual meeting of the Association.

Any assessment is delinquent if not paid within 15 days after the due date. Interest on all delinquent assessments shall accrue at a rate of 10% per annum and must be applied uniformly against all delinquent owners. The Board may impose a late fee on any payment which is not received within 15 days after notice of its due date. The amount of such late fee shall be equal to 10% of the amount due or \$15.00, whichever is greater.

The sale of a residential site encumbered by a lien for any delinquent assessment does not relieve the

owner from the obligation to pay the assessment which accrued during the time such owner owned the residential site, and all owners shall personally be jointly and severally liable for any such delinquent assessment with any subsequent owner.

No owner may avoid compliance with the governing documents, including the obligation to pay assessments, through abandonment of the residential site, timing of the notice of any assessment, the failure of the Association or Board to perform its obligations under the governing documents or for any other reason.

26) **Voting.** An owner's right to vote shall be automatically suspended whenever the owner becomes delinquent in the payment of any amount due the Association, or when the Board has determined that the owner is in violation of the governing documents, and such suspension shall be in effect as long as delinquency or violation continues to exist.

27) **CC&R Amendments.** Except as otherwise provided herein, these governing documents may be amended at any time by the affirmative majority of members entitled to vote, or by two-thirds ($\frac{2}{3}$) of the votes cast, whichever is less. Any proposed amendment may also be approved by the affirmative vote of the majority of the total voting power by a written mailed ballot of residential sites provided in and in accordance with the bylaws. If the Board proposes amendments to the governing documents, it must provide a copy of the amendment to all of the owners with notice that the vote on the proposed amendment shall be taken at a regular or special meeting of the Association called and held in accordance with the bylaws or, owners shall be entitled to vote on the proposed amendment by submitting a written ballot from each residential site to the Association. Amendments shall be evidenced by a document signed by the President and Secretary of the Association attesting that the amendment was approved by the requisite number of votes. Amendments shall become effective when recorded in the office of the Pima County Recorder.

When voting is put to the Association, votes are to be cast in person and by absentee ballots from each residential site. Any action taken at an annual, regular or special meeting of the members shall comply with all of the following if absentee ballots from residential sites are used:

1. The absentee ballot of each residential site shall set forth each proposed action.
2. The absentee ballot of each residential site shall provide an opportunity to vote for or against each proposed action.
3. The absentee ballot of each residential site is valid for only one specified election or meeting of the Association and expires automatically after the completion of the election or meeting.
4. The absentee ballot of each residential site specifies the time and date by which the ballot of each residential site must be delivered to the board of directors in order to be counted, which shall be at least seven (7) days after the date that the board delivers the absentee ballot for each residential site to the owner.
5. Only the owner for each residential site is authorized to cast an absentee ballot.
6. Votes cast by absentee ballot for each residential site or other form of delivery are valid for the purpose of establishing a quorum.

28) **Noncompliance.** Any and all violations of the governing documents are subject to the following process to resolve non-compliance issues:

a. First Notice of Noncompliance: A letter with violation noted and cited with corresponding governing document reference will be sent to the owner. Residential site owner has ten (10) days to respond in writing specifying intended compliance actions and time frame. Association shall have ten (10) days to follow up with a written determination based on owner response/resolution of the violation. Then an informal hearing shall be held between Directors/Representatives of the Board and the residential site owner to review the proposed resolution and establish a date of completion. A notice of impending fine(s) for continued noncompliance will be provided.

b. Second Notice of Noncompliance: Failure to comply within thirty (30) days from the hearing date will result in a second notice of noncompliance and a \$50 fine. The violation must be resolved to the satisfaction of the Board.

c. Third and Subsequent Notices of Noncompliance: A \$500 fine shall be imposed by the Board thirty (30) days from date of second notice and \$500 each month thereafter until violation is resolved to the satisfaction of the Board.

In the event of legal action by the Association as a result of the owner's failure to correct cited violation(s), the Association is entitled to reimbursement for any and all attorney fees and court costs incurred in such action. site or other form of delivery are valid for the purpose of establishing a quorum.

29) **Enforcement.** The Association may from time to time adopt rules and regulations which shall be enforceable in the same manner as the governing documents. Such rules and regulations shall be consistent with, but may supplement, the provisions of the governing documents.

The Association may enforce the governing documents in any manner provided , or by filing a lawsuit, including but not limited to:

1. Imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the owner.
2. Exercising self-help, mediation through Green Valley Council, or taking action to abate any violation of governing documents.
3. Requiring an owner, at the owner's expense, to remove any improvement, trash, etc. on the owner's residential site that is in violation of the governing documents and to restore the residential site to its previous condition. After notice stating a time within which the owner must perform, if the owner fails to take action, the Board has the right to take legal action and the owner shall be financially responsible for all legal fees and court costs involved in bringing the residential site to repair and restoration.

These provisions, restrictions and covenants shall be enforceable by the Board, covered by same against any person or persons violating or attempting to violate any covenant. Enforcement may be made by action in the Superior Court, Pima County, Arizona, and the successful prosecution of such action shall entitle the

successful party to reasonable costs and attorneys fees incurred by virtue of the prosecution of such action.

Any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained, occurring after the acquisition of said property through foreclosure or by deed in lieu of foreclosure.

IN WITNESS WHEREOF, we cause these governing documents to be executed on this 23 day of

July, 2019.

Green Valley Townhouse Association 5, Inc.

By Betty DeVoto
Betty DeVoto, President

By Linda Huckaba
Linda Huckaba, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 23rd day of July, 2019 by Betty DeVoto and Linda Huckaba, President and Secretary respectively, of Green Valley Townhouse Association 5 Inc., an Arizona Association, who acknowledged that they, as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Association by themselves as such officers.

Katarina Bevilacqua
Notary Public

My Commission expires: 7 September 2021

