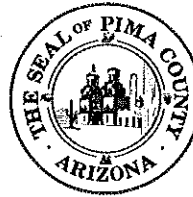


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RESTATED DECLARATION AND ESTABLISHMENT
OF
CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
GREEN VALLEY TOWNHOUSE ASSOCIATION, INC.
JANUARY 20, 2012

WITNESSETH:

WHEREAS, Maxon Construction Co., an Illinois corporation, did execute and record a certain Declaration of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Townhouses 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 corporation, as Trustee under Trust No. 6323-T, did execute and record a certain Declaration of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Townhouse, 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:

Lot 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 corporation, as Trustee under Trust No. 6323-T, did execute and record a certain Declaration of Establishment of Building and Use Conditions and Restrictions of Tucson Green Valley Townhouses, 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 Lot 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 Lot conveyed to Mountain States Telephone & Telegraph Company, a Colorado corporation, 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 Lot 2 of Block 3; thence South along the East line of said Lot 2, a distance of 544.47 feet to the Southeast corner of said Lot 2; thence West along the South line of said Lot 2, a distance of 77.10 feet to the point of intersection of said South line of Lot 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 Lot 2; thence North 84 degrees 13' 03' East along said North line of said Lot 2, a distance of 781.08 feet to the point of beginning, and

WHEREAS, each of said Declaration, as amended from time to time, provides that Green Valley Townhouse Association, Inc., sometimes referred to herein as "the Association", shall have the right to make amendments to said Declaration provided, however, that all such amendments are approved by at least two-thirds of the membership, and

WHEREAS, said Declaration was restated by the Restated Declaration 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, more than two-thirds of the membership has approved the further amendment and restatement of said Declaration as hereafter set forth, and

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

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

IN WITNESS WHEREOF, we cause this Declaration to be executed on this 14th day of February, 2012.

GREEN VALLEY TOWNHOUSE ASSOCIATION, INC.

By Betty DeVoto
BETTY DeVOTO, President

By Susanna Cole
SUSANNA COLE, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 14th day of February, 2012 by BETTY DeVOTO and SUSANNA COLE, President and Secretary respectively, of GREEN VALLEY TOWNHOUSE ASSOCIATION, INC., an Arizona corporation, 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 Corporation by themselves as such officers.

[Signature]
Notary Public

My Commission expires: _____



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

GREEN VALLEY TOWNHOUSE ASSOCIATION, INC., may be referred to herein as “the Association”. These Conditions, Covenants and Restrictions may be referred to herein as “the Declaration”.

1. No occupant of dwelling shall make or permit any disturbing noises on the properties by himself, his family, nor do or permit anything to be done by such person that will interfere with the rights, comfort or convenience of other occupants.

Each occupant shall keep his or her dwelling in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from his or her dwelling, any dirt or other substance into the quarters or passages used in common with others. Each owner shall properly maintain and keep lit the owner’s street lamp.

2. To oversee and administer the covenants and restrictions, Committees will be established, such as Architectural, Property Maintenance, and others as are required. These Committees will be appointed each year by the duly elected President with the approval of the Board of Directors of the Association.

3. No person under the age of fifty-five (55) shall reside upon any lot unless there is also residing upon said lot a person fifty-five (55) years of age or older. No person under the age of eighteen (18) years shall reside on any lot within the subdivision but they may visit. However, in the event an occupant fifty-five (55) years of age or older dies, leaving a dwelling unit to a surviving spouse, or companion previously residing with the decedent who is forty-five (45) years of age or

older; and provided further, at least eighty percent (80%) of the dwelling units are occupied by one person fifty-five (55) years of age or older, then in such events, the surviving spouse or cohabitant shall be allowed to occupy the dwelling without violation of the CC&Rs.

4. Residential sites and portions thereof shall be known and described as “residential building sites, and portions of residential building sites.”

5. 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. A residential building which may be erected on a residential site is sometimes hereinafter referred to as a “Townhouse.”

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 400 square feet, such ground floor area to be exclusive of open porches, pergolas, or an attached garage.

6. Buildings on any residential site or portions of residential sites may have common or party walls in the main building, roofs, overhangs, patio walls, and/or carports and there may be common or party sewer lines, power, gas and water lines. There may be common or party 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 owners 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 party 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 party walls, carports, sewers, roofs, patio walls or sidewalks on the owner's property damaged or destroyed as a result of fire or by any other cause whatsoever.

7. No residential building site shall be used for business, nor any activities conducted of an offensive nature, nor any activities conducted creating a noxious odor except that an owner may conduct a business activity within a residential building so long as (i) the existence or operation of the business activity is not apparent from outside the residential building, and (ii) the business activity conforms to all Pima County zoning ordinances. Notwithstanding the foregoing, an owner may rent the owner's dwelling, but such tenants, along with the owner, shall be subject to the provisions of these CC&Rs, and the owner shall provide a copy of these CC&Rs to the tenant upon occupancy. Also, an owner may hold up to two yard sales each calendar year.

8. No temporary house, trailer, garage, tent or other buildings can be placed or erected upon any part of this 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 house until it is completed and a certificate of occupancy has been obtained.

9. No shrubs, trees, or obstructions of any kind shall be placed on corner residential sites in such places as to cause a traffic hazard.

10. "For Sale" 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.

No other signs shall be allowed, except as specifically mandated by Arizona law.

11. No cattle, hogs, sheep, goats, horses, rabbits, poultry or other livestock shall be kept or maintained on any residential site. Domestic pets, cats and dogs, are limited to a total of two animals per dwelling unit. They must be confined to individual townhouse and patio areas, except when leash-controlled for walks.

12. 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, if same is deemed advisable by the Association.

13. The owner or owners of residential sites or portions of residential sites in said real property shall be responsible for the proper maintenance and repair of the exterior portions of dwellings constructed on said residential site or portions of residential sites so as said dwelling shall

not become in disrepair to the extent that same would be objectionable and constitute a nuisance.

14. There shall be no vehicle repairs or storage or parking of dead or junk vehicles or trucks (as same are customarily defined) on either the front or rear of any residential sites in said real property, nor shall there be any storage of vehicles on either the front or rear portions of any residential site in said real property. No motor home, RV 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. No pick-up truck with a camper shall be parked on the streets within the subdivision for more than 72 hours in a thirty (30) day period. Tow-away of such vehicles shall be at the vehicle owner's expense. No vehicle may be parked on the curbing or in the front yard of a residence. An owner may not obstruct the sidewalk, either with a vehicle or otherwise.

15. All building plans for any building, wall, fence, coping or other structure whatsoever to be erected on or moved upon or to any part of said property, and the proposed location thereof on any residential site, and the exterior color scheme thereof, and any remodeling, reconstruction, alteration, or additions to any building or other structure on any residential site in said property shall be subject to approval in writing of the Architectural Committee. This includes awnings, sun shades, and landscaping.

Before the owner of any residential site shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any residential site, such owner shall submit to the Architectural Committee complete sets of plans and specifications for said structure, the erection or alteration of which is desired, and no structure of any kind shall be erected, altered, placed or maintained upon any residential site unless and until the plans, elevations and specifications therefor have received the written approval of such Architectural Committee.

Such plans shall include a plot 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.

Each residence must have a street lamp in conformity with existing and established design. It will be furnished with a photo-electric cell for night lighting, and no inside the house switch will be permitted. Burnt out bulbs must be replaced promptly.

The Architectural Committee shall either approve or disapprove said plans and specifications within thirty (30) days from receipt thereof. One set of said plans and specifications with the Committee's approval or disapproval endorsed thereon shall be delivered to the person submitting said plans and specifications to the Committee, the other copy shall be retained by the Committee. Said Architectural Committee shall have the right to disapprove any plans and specifications submitted to them as aforesaid if such plans and specifications are not in accordance with all of the provisions of this Declaration or if, in the opinion of the Architectural Committee, the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such residential site or with the adjacent building or structures, or if the plans and specifications are incomplete.

Neither the undersigned nor the Architectural Committee shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any building or structure erected according to such plans or such specifications.

16. An owner may not paint the owner's residence a different color or colors without first submitting the new paint color or colors to the Architectural Committee. The Architectural Committee shall either approve or disapprove of such color or colors within thirty (30) days of the

request. The Architectural Committee may deny any request if it determines that a paint color is not in harmony with the general surroundings of the residential site.

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

18. These provisions, restrictions and covenants shall be enforceable by any owner or owners of the property 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 attorney's fees incurred by virtue of the prosecution of such action.

19. 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.

20. (a) Each owner of a townhouse by the acceptance of deed therefor, whether from declarant or subsequent owners of said townhouses, or by the signing of contracts or agreements to purchase same and all others who at any time obtain an interest in the property or any part thereof shall thereby and by said act consent and agree to all of the restrictions, covenants, and conditions hereof and shall thereby covenant and agree to become a member of the Association, a nonprofit

corporation, owner of the common elements established for the use and benefit of the owners of the townhouses, and shall comply strictly with the By-Laws adopted by the Association and the rules and regulations adopted pursuant to said By-Laws or this Declaration as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or its agents on behalf of the the Association or by an aggrieved townhouse owner or any other person having an interest in the property from pursuing any other remedy available in equity or at law. The failure of the Association to take action with respect to a violation shall not constitute or be deemed a waiver of the right of the Association to enforce the By-Laws or this Declaration in the future.

(b) All townhouse owners shall be personally obligated to pay the annual assessments imposed by the Board of Directors of the Association to meet all common expenses including but not limited to enforcement of this Declaration and the By-Laws, and any rules and regulations adopted pursuant thereto, insurance premiums, maintenance, repair and replacement of the general common elements, reserve for contingencies, water charges, utilities for the common elements, recreational and fire protection facilities, maintenance and repair of roads, streets and alley, and any other special assessment if such special assessment is agreed upon by 2/3 of votes cast or a majority of members entitled to vote, whichever is less, of the Association. 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.

(c) Said annual assessments shall be and are hereby made and declared to be a lien upon each parcel. If the assessment is not paid within thirty (30) days after due date, the Association may record a notice of claim of lien in the Office of the Recorder of Pima County, Arizona, and may

bring a suit to collect the assessment and foreclose on such lien in accordance with Arizona law. If the assessment is not paid within thirty (30) days after due date, the Association may, whether or not it has filed a notice of claim of lien, bring proceedings to collect the assessment and in that connection foreclose the lien on the respective parcel or parcels. The Association shall also be entitled to recover its attorneys' fees, costs and expenses in connection with collection of the assessment and costs of lawsuit, and such fees, expenses and costs shall also be a lien upon the property involved upon entry of judgment in a civil suit.

21. Amendments to these Conditions, Covenants and Restrictions may be made by 2/3 of votes cast or a majority of members entitled to vote, whichever is less.

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

1. The absentee ballot shall set forth each proposed action.
2. The absentee ballot shall provide an opportunity to vote for or against each proposed action.
3. The absentee ballot is valid for only one specified election or meeting of the members and expires automatically after the completion of the election or meeting.
4. The absentee ballot specifies the time and date by which the ballot 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 unvoted absentee ballot to the member.
5. The absentee ballot does not authorize another person to cast votes on behalf of the member.

6. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

23. The Association may from time to time adopt rules and regulations which shall be enforceable in the same manner as the Declaration. Such rules and regulations shall be consistent with, but may supplement, the provisions of the Declaration.

IN WITNESS WHEREOF, we cause this Declaration to be executed on this 14th day of February, 2012.

GREEN VALLEY TOWNHOUSE ASSOCIATION, INC.

By Betty DeVoto
BETTY DeVOTO, President

By Susanna Cole
SUSANNA COLE, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 14th day of February, 2012 by BETTY DeVOTO and SUSANNA COLE, President and Secretary respectively, of GREEN VALLEY TOWNHOUSE ASSOCIATION, INC., an Arizona corporation, 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 Corporation by themselves as such officers.

[Signature]
Notary Public

My Commission expires: _____



CERTIFICATE OF AMENDMENT IN THE ENTIRETY
TO THE DECLARATION AND ESTABLISHMENT
OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
GREEN VALLEY TOWNHOUSE ASSOCIATION, INC.

CERTIFICATION:

The undersigned, President and Secretary of GREEN VALLEY TOWNHOUSE ASSOCIATION, INC., certify that at a Special Meeting called for the purpose on January 20, 2012, that more than two thirds (2/3) of the members of GREEN VALLEY TOWNHOUSE ASSOCIATION approved the adoption of the foregoing Restated Declaration and Establishment of Conditions, Covenants and Restrictions for Green Valley Townhouse Association, Inc. The previous Declaration was recorded March 9, 2004, in Docket 12254, at pages 4968 through 4979 in the office of the County Recorder of Pima County, Arizona.

Dated this 14th day of February, 2012.




BETTY DeVOTO, President



SUSANNA COLE, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 14th day of February, 2012, by BETTY DeVOTO and SUSANNA COLE, President and Secretary, respectively, on behalf of GREEN VALLEY TOWNHOUSE ASSOCIATION, INC., an Arizona non-profit corporation.



Notary Public

