

Recorded By: KMS
DEPUTY RECORDER
4935



SEQUENCE: 20150440771
NO. PAGES: 26
ARSTR: 02/13/2015
18:00
PICK UP
AMOUNT PAID: \$42.00

W
PREMIER-GOLDSCHMIDT
PICKUP

When Recorded, Return To:
Carolyn B. Goldschmidt, Esq.
Goldschmidt|Shupe
6700 N. Oracle Road, Suite 240
Tucson AZ 85704

=====

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY CLUB VISTAS II

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY CLUB VISTAS II

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

	<u>Page</u>
RECITALS	1
ARTICLE 1: DEFINITIONS	2
ARTICLE 2: USE RESTRICTIONS	3
2.1 Permitted Use	3
2.2 House Structure	4
2.3 Business Activities	5
2.4 Vehicle Parking	6
2.5 Temporary Dwelling & Construction Sites	7
2.6 Equipment	7
2.7 Signs and Unsightly Articles	8
2.8 Storage and Appearance of Lots	8
2.9 Maintenance of Unimproved Lots	8
2.10 Improper Maintenance and Use of Lots	8
2.11 Antennas	9
2.12 Tanks	9
2.13 Outside Storage	9
2.14 Animals and Pets	10
2.15 Subdividing Lots	10
2.16 Walls and Sidewalks	10
2.17 Mailboxes & Street Light	11
2.18 Drainage Easements	11
2.19 Alley, Drainageway and Easement Maintenance Obligations	11
2.20 Rentals	12
ARTICLE 3: AGE RESTRICTION	12
ARTICLE 4: ARCHITECTURAL COMMITTEE & ARCHITECTURAL REVIEW	13
4.1 Approval Required	13
4.2 Plans & Specifications	13
4.3 Site Buildings Only	14
4.4 Inspection	14

TABLE OF CONTENTS

(Continued)

Page

1	ARTICLE 5: ASSESSMENTS	15
2	5.1 Creation of the Lien and Personal Obligation to Pay Assessments	15
3	5.2 Purpose of Assessments	15
4	5.3 Annual Assessment	15
5	5.4 Special Assessment.....	16
6	5.5 Effect on Non-Payment of Assessments; Remedies of the Association	16
7	5.6 No Offset	17
8	5.7 Mortgagee Rights and Protections	17
9		
10	ARTICLE 6. THE ASSOCIATION	18
11	6.1 Membership	18
12	6.2 Governing Documents	18
13	6.3 Rules and Regulations of the Association	18
14		
15	ARTICLE 7. ENFORCEMENT	19
16	7.1 Right of Association to Enforce	19
17	7.2 Enforcement Procedures	19
18	7.3 Notice of Violation	19
19	7.4 No Obligation to Enforce	19
20	7.5 Cumulative Rights and Remedies	20
21	7.6 Violation of Law	20
22		
23	ARTICLE 8. TRASH COLLECTION	20
24	8.1 Definitions	20
25	8.2 Trash Removal	20
26		
27	ARTICLE 9. GENERAL PROVISIONS	21
28	9.1 Severability	21
29	9.2 Amendment	21
30	9.3 Captions and Titles	22
31	9.4 Interpretation of Governing Documents	22
32		
33		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRY CLUB VISTAS II

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CLUB VISTAS II (this "Declaration") is made this ____ day of _____, 201__, by the owners (the "Owners") of the real property described as:

Lots 230 through 482 inclusive of Country Club Vistas II, a Pima County subdivision, as shown in the Plat of Record in Book 22 at page 11 of Maps and Plats on record in the office of the Recorder, Pima County, Arizona (the "Properties").

RECITALS

WHEREAS, the Owners adopted the *Covenants, Conditions, and Restrictions for Country Club Vistas II* (the "1990 Declaration"), recorded on September 20, 1990, in Docket 8877, Page 1174 *et seq.*, office of the Pima County Recorder, which superseded and replaced all prior Covenants, Conditions and Restrictions for the Properties; and

WHEREAS, the Owners adopted an amendment to the 1990 Declaration to change the age restriction in Article XVIII, recorded on August 13, 1997, Docket 10608, Page 2329, *et seq.*, office of the Pima County Recorder; and

WHEREAS, the Owners adopted an amendment to the 1990 Declaration to change the amendment procedure, recorded on December 21, 1999, in Docket 11198, Page 2219 *et seq.*, office of the Pima County Recorder; and

WHEREAS, the Owners adopted an amendment to the 1990 Declaration to add two Articles to the 1990 Declaration on maintenance of unimproved Lots and trash collection, recorded on January 28, 2014, in Sequence 20140280650, office of the Pima County Recorder; and

WHEREAS, the Owners adopted an amendment to the 1990 Declaration to change or add several provisions, recorded August 7, 2001, Docket 11607, Page 289, *et seq.*, office of the Pima County Recorder; and

WHEREAS, this Declaration amends, restates and replaces in their entirety: the 1990 Declaration and all amendments thereto; and

TABLE OF CONTENTS

(Continued)

Page

1	ARTICLE 5: ASSESSMENTS	15
2	5.1 Creation of the Lien and Personal Obligation to Pay Assessments	15
3	5.2 Purpose of Assessments	15
4	5.3 Annual Assessment	15
5	5.4 Special Assessment.....	16
6	5.5 Effect on Non-Payment of Assessments; Remedies of the Association	16
7	5.6 No Offset	17
8	5.7 Mortgagee Rights and Protections	17
9		
10	ARTICLE 6. THE ASSOCIATION	18
11	6.1 Membership	18
12	6.2 Governing Documents	18
13	6.3 Rules and Regulations of the Association	18
14		
15	ARTICLE 7. ENFORCEMENT	19
16	7.1 Right of Association to Enforce	19
17	7.2 Enforcement Procedures	19
18	7.3 Notice of Violation	19
19	7.4 No Obligation to Enforce	19
20	7.5 Cumulative Rights and Remedies	20
21	7.6 Violation of Law	20
22		
23	ARTICLE 8. TRASH COLLECTION	20
24	8.1 Definitions	20
25	8.2 Trash Removal	20
26		
27	ARTICLE 9. GENERAL PROVISIONS	21
28	9.1 Severability	21
29	9.2 Amendment	21
30	9.3 Captions and Titles	22
31	9.4 Interpretation of Governing Documents	22
32		
33		

1 **2.2. HOUSE STRUCTURE:**

2 2.2.1. No structure shall be placed or maintained on any Lot except a structure
3 designed for use as a single-family dwelling not to exceed sixteen (16) feet in height from top of
4 slab to its highest point; this to include all structures on the roof including the chimney.

5 2.2.2. No house shall be built or re-constructed that will conflict with the current
6 architectural integrity and community continuity.

7 2.2.3. No house shall be constructed or maintained that shall have a living space of
8 less than 1100 square feet.

9 2.2.4. A parapet will be required on any flat portion of a roof to conceal any object
10 protruding above the roof line except a chimney and heating and cooling equipment. The
11 parapet must be of such height as to conceal from the street on which the house fronts, any
12 equipment or other item placed on the roof. The sight angle to determine the height of the
13 parapet will be measured from the property lines.

14 2.2.5. Any building or structure other than a wall erected or placed upon any Lot shall
15 be set back the following prescribed distance from Lot lines:

16 A. No building shall be located on any Lot nearer to the front Lot line or
17 nearer to the side street line than the minimum setback lines shown on the recorded plan. In
18 any event, no building shall be located on any Lot nearer than 20 feet to the front property line
19 except that on a turn-around at the end of a cul-de-sac or a similar increased radii of the said
20 property line at the angle of the street. The minimum front yard required shall be no less than
21 one-half of the 20-foot setback hereinbefore specified.

22 B. No building shall be located nearer than 8 feet to the side Lot line. No
23 dwelling shall be located on any Lot nearer than County regulated distances to the rear Lot line
24 and approved by the Architectural Committee.

25 C. For the purposes of this Section 2.2.5, steps and open porches shall be
26 considered as part of a building. Eaves shall not extend more than two feet beyond a building.

27 D. On any corner Lot, the minimum rear yard may be reduced to not less
28 than 10 feet from the rear property line, provided the minimum side yard on the street side is
29 increased by 10 feet.

30 2.2.6. Coolers or air conditioners that are ground mounted (including those that are
31 wall or window mounted) must be concealed from the street by a fence or other compatible
32 means.

1 2.2.7. Composition shingles or 90% rolled roofing material will not be used as exposed
2 covering on any gable, hip or peaked roof.

3 2.2.8. There will be no roof mounted heating and air conditioning units, evaporative
4 cooling units or the like on a gable, hip or peaked roof.

5 2.2.9. Roof or ground mounted solar units will require the approval of the
6 Architectural Committee as to placement.

7 2.2.10. No material will be used for outside covering of any home or structure if, in the
8 opinion of the Architectural Committee, it is deemed not to be compatible with the area.

9 2.2.11. Only single story residences are allowed in Country Club Vistas II. A sundeck or
10 any like structure on top of a roof, or elevated structure of any kind on a roof, will constitute a
11 two-story structure and is prohibited.

12 2.2.12. Carports or garages may be detached from the house if the two structures are
13 connected by a continuous roof.

14 2.2.13. The height of the garage door or carport opening shall not exceed 8 feet in
15 height.

16 **2.3. BUSINESS ACTIVITIES:** All Lots shall be used for single-family residential purposes only.
17 Country Club Vistas II is zoned CR1 (single family residence). The following applies with respect
18 to home business activities within the Properties:

19 2.3.1. Criteria for Home Business. No trade or business may be conducted in or from
20 any Lot, except that an Owner or occupant residing in any Lot may conduct business activities
21 within the Lot so long as (A) the existence or operation of the business activity is not apparent
22 or detectable by sight, sound or smell from outside the Lot; (B) the business activity conforms
23 to all zoning requirements and any other governmental requirements for the Properties; (C) the
24 business activity does not involve any person conducting such business who does not reside in
25 the Lot or door-to-door solicitation of residents of the Properties; (D) the existence or
26 operation of the business does not increase that Lot's use of Common Area facilities over the
27 standard for a single family dwelling; (E) the existence or operation of the business does not
28 require more than a reasonable number of customers or delivery trucks to visit the Lot; and (F)
29 the business activity does not constitute a nuisance, or a hazardous or offensive use, or cause
30 the owners to violate any other provisions of this Declaration, or threaten the security or safety
31 of other residents of the Properties, as may be determined in the sole discretion of the Board.

32 2.3.2. Pertinent Definitions. The terms "business" and "trade," as used in this
33 provision, shall be construed to have their ordinary, generally-accepted meanings.

1 2.3.3. Yard Sales or Garage Sales. Yard sales, garage sales and estate sales are allowed
2 only in accordance with guidelines that shall be set forth in the Rules. Such sales may occur no
3 more than two consecutive days. An Owner may have no more than three sales a year.

4 **2.4. VEHICLE PARKING:**

5 2.4.1. Parking and storage in garage or carport:

6 A. One vehicle, in addition to the number of vehicles the garage or carport is
7 designed for, is permitted on a driveway.

8 (i) Pickups, motorcycles, motor scooters, mopeds and golf carts are
9 defined as vehicles for the above purposes.

10 (ii) No vehicle other than stated above will be parked on any portion
11 of a Lot or alley.

12 B. Storage of boxes and other household effects are not allowed in carports.

13 2.4.2. Parking of travel trailers, utility trailers, motor homes, trucks, campers, boats or
14 any recreational vehicles:

15 A. Shall not be placed on any part of the property unless it is entirely
16 contained within a garage or carport;

17 B. Outside parking of a visitor's recreational vehicle is permitted on the
18 street for 2 weeks, but must be directly in front of the property of the people they are visiting;

19 C. Written request for extension of visitor parking must be made to the
20 Board and written approval received. A maximum of two weeks of additional visitor parking
21 will generally be approved;

22 D. Visitor recreational vehicle parking shall be entirely within the Lot lines of
23 the resident being visited, and shall not encroach on adjacent Lots.

24 2.4.3. Resident's recreational vehicles may be parked for a period of 3 days for the
25 purpose of loading or unloading as long as the requirements for parking as stated in Section
26 2.4.2(B) are complied with. After the 3-day period, permission for a 3-day extension may be
27 requested as per Section 2.4.2(C).

28 A. Written request for extension must be made to the Board of Directors
29 (maximum extension of 3 days), and written approval received.

1 B. Recreational vehicle parking shall be directly in front of the Owner's
2 property and not encroach on the adjacent Lots or sidewalk.

3 **2.5. TEMPORARY DWELLING & CONSTRUCTION SITES:**

4 2.5.1. No temporary dwellings are permitted in or on the Properties.

5 A. House trailers, motor homes, campers, boats or other structures are
6 considered temporary dwellings.

7 B. No residence placed or erected on any Lot shall be occupied in any
8 manner at any time prior to being fully completed in accordance with the approved plan (as
9 hereinafter provided) nor shall any residence, when completed, be in any manner occupied
10 until made to comply with all requirements, conditions and restrictions set forth herein.
11 However, during the actual construction or alteration of a building on any Lot, necessary
12 temporary building for storage of material etc., may be erected and maintained by the person
13 doing such work. The work of constructing, altering or remodeling on any property shall be
14 prosecuted diligently from the commencement thereof until the completion thereof.

15 C. All home construction shall be completed within 180 days after start. If
16 any unforeseen problem arises, a written request in duplicate for extension may be made to
17 the Architectural Review Committee.

18 D. Portable toilets are to be set up on all new home construction sites by
19 contractor until completion of construction. The location of the above shall be approved by the
20 Architectural Committee.

21 E. Storing of construction materials on property after the house is
22 completed shall not be allowed.

23 F. Control of trash at construction sites shall be maintained at all times to
24 prevent spread to other homeowners' property. Violations will be reported to the contractors.
25 A cleanup assessment may be levied against the property by the Board.

26 G. Construction which may be a disturbance to the neighborhood shall not
27 be permitted after 5 PM and all day Sundays and holidays. If permission is received by
28 neighbors within one block then permission may be granted.

29 **2.6. EQUIPMENT.** No derrick or other structure designed for use in boring for water, oil or
30 natural gas shall be erected, permitted or placed upon any part of the Properties.

1 **2.7. SIGNS AND UNSIGHTLY ARTICLES:** No signs of any nature, with the exception of
2 political signs, Garage Sale, Open House, For Sale or For Rent signs shall be permitted or
3 maintained on any Lot or on any building

4 2.7.1. Signs will not be placed on sidewalks

5 2.7.2. "For Sale" or "For Rent" signs shall not be placed in locations that compromise
6 the convenience of neighbors.

7 2.7.3. Political signs will be placed in accordance with A.R.S. §33-1808(C) and any
8 amendments.

9 **2.8. STORAGE AND APPEARANCE OF LOTS.** No articles, rubbish, trash or debris which in the
10 opinion of the Environmental Committee or the Board of Directors constitutes a fire or health
11 hazard or harbor undesirable or destructive pests shall be permitted on any Lot.

12 2.8.1. Articles on an improved Lot, which in the opinion of the Environmental
13 Committee are deemed unsightly, shall be removed after due notice is given to the owner. If
14 not removed after such notice, the Board is authorized to take enforcement action.

15 2.8.2. All outside facilities for the drying of laundry out-of-doors, including swimming
16 gear, bedding, etc., must be concealed from the street(s) and exemptions may exist for corner
17 Lots.

18 **2.9. MAINTENANCE OF UNIMPROVED LOTS.** An unimproved Lot is to be maintained by its
19 Owner on a regular basis. New growth of fast seeding plants such as (but not limited to) cholla
20 cactus and Palo Verde trees, must be removed. The overall number of plants on an
21 unimproved Lot shall be limited so that the Lot blends neatly into the neighborhood
22 surroundings. Views of an unimproved Lot from the street should include visibility of the
23 majority of the Lot up to the rear property line. The street side of the property line, once home
24 construction starts, shall become a sidewalk which will have an easement, approximately eight
25 feet wide, running the length of the street side property line. A streetlight will be installed to
26 guide and protect walkers at night from potential animal and reptile encroachment and for
27 safety concerns. Therefore, to provide a better view and space between walkers and potential
28 hazards, the eight foot area that will contain the future sidewalk must be kept clear of all
29 vegetation and overhanging branches.

30 **2.10. IMPROPER MAINTENANCE AND USE OF LOTS.** The Board may determine whether any
31 portion of a Lot is not properly maintained and causes a safety or health hazard, or substantially
32 detracts from the appearance or quality of the surrounding Lots or other areas of the
33 Properties which are substantially affected thereby or related thereto. The Board's finding shall

1 specify the particular condition or conditions which exist. The Board shall then give notice to
2 the Lot Owner that unless corrective action is taken within thirty (30) days, the Board may
3 cause such action to be taken at the Owner's cost and expense. If at the expiration of said 30-
4 day time period, the requisite corrective action has not been taken, the Board hereby is
5 authorized and empowered to cause such corrective action to be taken and the cost therefor
6 shall be added to and become part of the Assessment to which the offending Owner and the
7 Owner's Lot is subject and will be secured by the Assessment lien provided for herein.

8 **2.11. ANTENNAS.** Exterior antennas or other devices for transmission, reception of radio or
9 television signals, or any form of electromagnetic radiation must be discretely placed so as not
10 to be visible from the street.

11 2.11.1. At no time will these devices interfere with the radio or television reception of
12 the surrounding residences.

13 2.11.2. Satellite dishes over the maximum diameter of one meter (39 inches) are not
14 permitted.

15 A. No satellite dishes or antennas will be mounted on a pole or tower.

16 B. Roof mounted satellite dishes will meet all requirements of TV antennas.

17 C. Ground mounted satellite dishes will meet all requirements of ground
18 mounted air conditioners.

19 2.11.3. Duly licensed Federal Communications commission operators are exempt
20 from this Section 2.11, except that no ham radio towers shall be allowed except with the
21 approval of the Architectural Committee.

22 **2.12. TANKS.**

23 2.12.1. Storage tanks shall be concealed from view by an appropriate wall or
24 shrubbery.

25 2.12.2. Any tanks for use in connection with any residence constructed on said
26 property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or
27 walled in to conceal them from the neighboring Lots, roads and streets.

28 **2.13. OUTSIDE STORAGE.**

29 2.13.1. Equipment, service yards, wood piles or storage piles shall be walled in or
30 kept screened by adequate planting or other means in such manner as to conceal them from
31 the view of neighboring Lots, alleys and streets.

1 A. No storage of any kind is allowed in alleyways.

2 B. No material shall be stored or placed on any Lot that will be obnoxious to
3 other residents.

4 C. All equipment for the storage or disposal of garbage or other waste shall
5 be kept in a clean sanitary condition.

6 **2.14. ANIMALS AND PETS.**

7 2.14.1. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept
8 on any part of the Properties. This restriction shall not be construed, however, as prohibiting
9 the keeping of ordinary, but not exotic, domestic pet animals or caged birds upon said property.

10 2.14.2. Each domestic pet must be confined within the Owner's property. In the case
11 of a front patio, a gate that will confine the pet is required.

12 A. When a pet is walked outside of its confined area, the pet will be
13 restrained with a hand held leash not to exceed eight (8) feet in length. Reel-type leashes are
14 not acceptable. Voice control will not be allowed as the sole means of control

15 B. THE PERSON WALKING A DOG OR ANY PET WILL INSURE THAT THE FECES
16 IS RECOVERED FROM ALL PRIVATE PROPERTY, ALLEYWAYS, STREETS, SIDEWALKS, AND
17 DISPOSED OF IN A SANITARY MANNER IN THEIR OWN GARBAGE CAN.

18 C. Any noise emanating from pets which constitutes a disturbance will not
19 be allowed.

20 D. The number of dogs or cats will be limited to the number allowed in Pima
21 Co. Animal Control Reg. 6.04 as may be amended from time to time.

22 **2.15. SUBDIVIDING LOTS.** No Lot or Lots shall be subdivided except for the purpose of
23 combining the re-subdivided portions with another adjoining Lot or Lots, provided that no
24 additional Lot is created thereby. Any ownership or single holding by any Person comprising
25 part or parts of one or more adjoining Lots shall, for all purposes of this Declaration, be deemed
26 as constituting a single Lot.

27 **2.16. WALLS AND SIDEWALKS:**

28 2.16.1. No wall, hedge or shrub planting which obstructs sight lines at elevations
29 between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner
30 Lot within the triangular area formed by the street property lines and a line connecting them
at points 25 feet from the intersection of the street property lines extended. The same sight-

1 line limitations shall apply on any Lot within 10 feet from the intersection of a street property
2 line with the edge of the driveway or alley pavement. No tree shall be permitted to remain
3 within such distance of such intersections unless the foliage line is maintained at sufficient
4 height to prevent obstruction of such sight-lines.

5 A. The maximum height of any wall shall not extend 6 feet as measured
6 from the ground on the inside of said wall and must not interfere with the sight-line as above.
7 Said wall must be of masonry construction and compatible with the house (color and structure).

8 B. All sidewalks will be kept clear of overhanging trees and shrubs.

9 C. Wire or wood trellises are not to be erected above 6 feet without the
10 approval of the Architectural Committee.

11 **2.17. MAILBOXES & STREET LIGHT.** A mailbox for each dwelling shall be erected only at the
12 curb area accessible to postman without leaving the mail vehicle. A street light compatible with
13 those currently existing in the Properties shall be installed adjacent to the street curb or in a
14 close proximity of same and be maintained by property owner.

15 **2.18. DRAINAGE EASEMENTS.** Easements for installation and maintenance of drainage
16 facilities are reserved as shown on the Plat. Within these easements, no structure, planting or
17 other material shall be placed or permitted to remain which may change the direction of flow
18 of drainage channels in the easements, or which may obstruct or retard the flow of water
19 through drainage channels or swales in the easements.

20 **2.19. ALLEY, DRAINAGEWAY AND EASEMENT MAINTENANCE OBLIGATIONS.** Following are
21 Owner's responsibilities to maintain Pima County's alleys, drainageways and easements that
22 are within or adjacent to the Properties:

23 2.19.1. Garbage removal is the responsibility of adjacent property owners.

24 2.19.2. Excessive weed growth on the half of the alley adjacent to an Owner's Lot
25 shall be the responsibilities of that particular Owner to remove.

26 2.19.3. Utility easements are not maintained by Pima County or the respective utility
27 companies and are left in the natural state. The easement area of each Lot and all
28 improvements in it shall be maintained continuously by the Owner of the Lot. No overhead
29 utilities or television antennas, or other similar structures shall be erected in such a manner as
30 to interfere with said easement.

1 remain in the dwelling so long as he/she is at least 45 years of age, and so long as at least 80%
2 of the Lots continue to be occupied by one person 55 years of age or older.

3
4 3.1.2. No person who has not yet reached his/her 18th birthday shall reside
5 permanently in the Properties. However, this restriction shall not apply to individuals that are
6 merely visiting for a temporary period of time, not to exceed 3 months, during any calendar
7 year. For the purpose of interpretation, anyone under 18 years of age, enrolled in any local
8 school or taking any type of employment is considered a permanent resident.

9
10 3.1.3. The occupancy regulations of this Section pertaining to minimum age
11 restrictions and the prohibition of minors apply to all occupants, whether Owners or tenants,
12 and to all leases as well as sales.

13
14 3.1.4. The Board of Directors has the exclusive right to determine who is a resident
15 or occupant for the purposes of determining compliance with this Section.

16
17 3.1.5. The Board of Directors may establish procedures to insure compliance with
18 the State and Federal Fair Housing Acts, and any other legislation or governing regulations
19 pertaining to this Section.
20

21 **ARTICLE 4: ARCHITECTURAL COMMITTEE & ARCHITECTURAL REVIEW**

22 4.1. **APPROVAL REQUIRED.** Before any Lot Owner shall commence the construction or
23 alteration of any building, wall, fence, coping or other structure whatsoever on any Lot, such
24 Owner shall submit to the Architectural Committee two complete sets of plans and
25 specifications for said structure, the erection or alterations of which is desired. No structure of
26 any kind shall be erected, altered, placed or maintained upon any Lot unless and until the plans,
27 elevations and specifications therefore have received the written approval of the Architectural
28 Committee, stamped and dated.

29 4.2. **PLANS & SPECIFICATIONS.** Such plans shall include a plot plan showing the location on
30 the Lot in question of the building, maximum floor slab elevation, wall, coping or other
31 structure proposed to be constructed or altered, together with the proposed color scheme
32 thereof. Maximum floor slab elevation shall be in conformity with Green Valley CCVII Grading
33 plan #8478, dated 11-7-78. No fill permitted without written permission from the Architectural
34 Committee, stamped and dated.

35 4.2.1. Should the Architectural Committee require any change or alteration of the
36 plans originally submitted, the Committee may require revised plans to be submitted in
37 duplicate.

1 4.2.2. Repainting of any outside portion of a home, wall or structure, will require a
2 written request in duplicate stating the change of color to be submitted to the Architectural
3 Committee for approval. Colors shall be compatible with other homes in Country Club Vistas II.

4 4.2.3. The Architectural Committee shall either approve or disapprove any plans and
5 specifications for altering, remodeling or additional structures on any Lot within sixty (60) days
6 from the receipt thereof. One set of said plans and specifications, with the Architectural
7 Committee's approval or disapproval endorsed thereon, shall be delivered to the person
8 submitting said plans and specifications by the Architectural Committee and the other copy
9 thereof shall be retained by the Architectural Committee. If the majority of said Architectural
10 Committee shall fail to approve or disapprove of such plans and specifications in writing within
11 sixty (60) days after the delivery thereof to them, and no action has been instituted to enjoin
12 the continuance of the proposed work, the provisions of this paragraph shall be deemed
13 waived.

14 4.2.4. The Architectural Committee shall have the right to disapprove any plans and
15 specifications submitted to them as aforesaid if such plans and specifications are not in
16 accordance with all of the provisions of this Declaration, or if, in the opinion of the Architectural
17 Committee, the design or color scheme of the proposed building or other structure is not in
18 harmony with the general surroundings of such Lot or with the adjacent buildings or structures,
19 or if the plans and specifications are incomplete. The decision of the Architectural Committee
20 shall be final.

21 4.2.5. Neither the Association nor the Architectural Committee shall be responsible in
22 any way for any defects in any plans or specifications submitted in accordance with the
23 foregoing, nor for any structural defects in any building or structure erected according to such
24 plans or such specifications.

25 4.2.6. The Architectural Committee shall be appointed by the Board. In the absence
26 of volunteers, the Board may serve as the Architectural Committee. Neither the members of
27 the Committee nor its designated representative(s) shall be entitled to any compensation for
28 services performed pursuant to this Declaration; however, the Committee may retain the
29 services of an architect or other design professional to assist in its review of new construction
30 of the main residential structure on a Lot or for rebuilds of the main residential structure on a
31 Lot. Any fees incurred shall be paid by the pertinent Lot Owner.

32 **4.3. SITE BUILDING ONLY.** No building of any nature shall be moved from outside the
33 Properties to any Lot without the consent of the Architectural Committee.

34 **4.4. INSPECTION.** During reasonable hours and with prior notice to the Owner, any member
of the Architectural Committee, any member of the Board of Directors or any other authorized

1 agent of the Association may enter upon and inspect any Lot and the improvements therein,
2 except the internal portion of residences, for the purpose of ascertaining whether or not the
3 provisions of this Declaration and the Rules are being adhered to, and such person(s) shall not
4 deemed guilty of trespassing by such entry.

5 **ARTICLE 5: ASSESSMENTS**

6 **5.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION TO PAY ASSESSMENTS.** Each
7 Owner, upon the recordation of a deed to any Lot, whether or not it shall be so stated in such
8 deed, agrees and covenants to pay to the Association: (A) Annual Assessments or charges, and
9 (B) Special Assessments. These Assessments shall be established and collected as provided in
10 this Article. All Assessments levied against a Lot, together with interest from the date of
11 delinquency until paid, late fees, costs and reasonable attorneys' fees, shall be charged against
12 the Lot and shall be a continuing lien upon the Lot. Such lien shall be deemed to have attached
13 as of the date of recordation of the original Declaration of Establishment of Conditions and
14 Restrictions, recorded on September 15, 1971, in Docket 4081 at page 241 *et seq.*, office of the
15 Pima County Recorder, and shall be senior to all matters other than tax liens for real property
16 taxes on the Lot, assessments on the Lot in favor of any municipal or other governmental
17 assessing unit, reservations in patents, and the lien of any First Mortgage. Upon the voluntary
18 conveyance of a Lot, the selling Owner and the buyer shall be and remain jointly and severally
19 liable for the payment of all Assessments levied against the Lot prior to the closing of said sale
20 and unpaid at the time of the conveyance, subject to the provisions of this Article.

21 Delinquent Assessments, together with interest, late fees, costs, and reasonable
22 attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such
23 Lot at the time when the Assessment was levied, and shall bind his/her heirs, devisees, personal
24 representatives and assigns. Except as otherwise provided herein, the personal obligation for
25 delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

26 **5.2. PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used
27 exclusively for Association operations and to promote the recreation, health, safety, welfare,
28 and enjoyment of the residents in the Properties and enforcement of the Governing
29 Documents.

30 **5.3. ANNUAL ASSESSMENT.** The Board shall determine the amount of the Annual
31 Assessment each year, based upon the operating budget of the Association, including
32 appropriate reserves. The amount of the Annual Assessment may not be increased more than
33 20% over the previous year's Assessment without the affirmative vote of a majority of the
34 Members in the Association.

1 5.3.1. Budgeting. Each year the Board shall prepare, approve and make available to
2 each Member, a budget containing: (A) estimated revenue and expenses, and (B) the amount
3 of total cash reserves of the Association currently available. The total amount needed to fund
4 the annual budget shall be charged equally against all Lots as Annual Assessments, subject to
5 any limitations set forth in the Governing Documents. The Board shall prepare and approve the
6 annual budget and distribute a copy to each Lot Owner, together with written notice of the
7 amount of the Annual Assessment to be levied against the Owner's Lot, not less than 30 days
8 prior to the end of the fiscal year.

9 5.3.2. Non-Waiver of Assessments. If the Association fails to fix the Annual
10 Assessments for the next fiscal year, the Annual Assessment established for the preceding year
11 shall continue until a new Annual Assessment is fixed.

12 5.3.3. Due Date. The Annual Assessment will be due on January 1st of each year.
13 Unpaid Annual Assessments will be delinquent on February 28th.

14 5.4. SPECIAL ASSESSMENT. Special Assessments may be recommended by the Board of
15 Directors, in addition to the Annual Assessment to correct an inadequacy in the current
16 operating account. Special Assessments require the approval of 2/3rds of the votes submitted
17 at a meeting duly called for this purpose or by written ballot. Monies collected as Special
18 Assessment shall be used only for the purpose(s) stated to the Owners during the approval
19 process.

20 5.5. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. If any
21 Assessment is not paid by March 1st in any year, a late fee and interest may be charged, in an
22 amount to be fixed by the Board of Directors from time to time. If a check tendered for any
23 Assessment is returned as unpaid for any reason, a charge shall be assessed, as determined by
24 the Board of Directors. In the event the Association employs an attorney to collect a delinquent
25 assessment, whether by foreclosure of the lien created herein or otherwise, the delinquent
26 Owner shall pay, in addition to the Assessments and interest accrued thereon, such reasonable
27 attorneys' fees and all other costs and expenses incurred by the Association as a result of such
28 delinquency. In addition to all other remedies provided by law, the Association, or its
29 authorized representative, may enforce the obligations of any Owner to pay the Assessments in
30 any manner provided by law or in equity, or without any limitation to the foregoing, or by
31 either or both of the following procedures:

32 5.5.1 Civil Action. The Board may cause a civil action to be commenced and
33 maintained in the name of the Association against any Owner who is personally obligated to
34 pay delinquent Assessments. Any judgment obtained in the Association's favor shall include the
amount of the delinquent Assessments, interest and late fees; any additional charges incurred

1 by the Association; and any other amounts the court may award, including reasonable
2 attorneys' fees and court costs. A proceeding to recover a judgment for unpaid Assessments
3 may be maintained without the necessity of foreclosing or waiving the Association's lien.

4 5.5.2 Enforcement of Lien. As provided in 5.1 above, all Assessments, plus late fees,
5 interest and costs connected therewith, shall be a continuing lien upon the Lot assessed.

6 A. Notice and Perfection of Lien. The Association is not required to record a
7 notice of lien, but may do so to provide notice to third parties of its interest in a Lot. The
8 Association's lien is senior to all matters other than tax liens for real property taxes on the Lot,
9 Assessments on the Lot in favor of any municipal or other governmental assessing unit,
10 reservations in patents, and the lien of any First Mortgage. Except for the transfer of a Lot
11 pursuant to a foreclosure of a First Mortgage, the sale or transfer of a Lot does not affect the
12 Association's lien.

13 B. Foreclosure of Lien. The Association's lien may be foreclosed by
14 appropriate action in court or in the manner provided by law for the foreclosure of a realty
15 mortgage, as set forth by the laws of the State of Arizona, as the same may be changed or
16 amended. The lien provided for herein shall be in favor of the Association and shall be for the
17 benefit of all other Owners. The Association shall have the power to bid in at any foreclosure
18 sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such
19 foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees,
20 interest and all other costs and expenses shall be allowed to the extent permitted by law. Each
21 Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien.

22 5.6. NO OFFSET. The obligation of every Owner to pay assessments levied by the Association
23 is absolute and shall not be affected by any claim the Owner may have, or believes he has,
24 against any other Person, including Declarant or the Association, nor shall such obligation be
25 affected by any irregularity in the manner or timing in which notice of assessment is given.

26 5.7. MORTGAGEE RIGHTS AND PROTECTIONS. Sale or transfer of any Lot pursuant to
27 foreclosure of a First Mortgage or any proceeding in lieu thereof, including deed in lieu of
28 foreclosure, or cancellation or forfeiture of such executory land sales contract, shall extinguish
29 the lien for Assessments or charges which became due prior to any such sale or transfer, or
30 foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or
31 cancellation or forfeiture of any such executory land sales contract. In the event of foreclosure
32 of a First Mortgagee or the taking of a deed in lieu thereof, such First Mortgagee shall not be
33 liable for unpaid Assessments or other charges which accrued prior to the acquisition of title to
34 the Lot in question by such First Mortgagee. At such time as the First Mortgagee becomes the
35 record Owner of a Lot, he, she or it shall be subject to all of the terms and conditions of this

1 Declaration, including but not limited to, the obligation to pay for all Assessments and charges
2 accruing thereafter, in the same manner as any Owner.

3

4

ARTICLE 6: THE ASSOCIATION

5 **6.1. MEMBERSHIP.** Each purchaser of a Lot within the Properties shall automatically
6 become a Member of the Association.

7 **6.2. GOVERNING DOCUMENTS.** The manner in which the Association carries out its
8 responsibilities shall be controlled by the provisions of the Governing Documents. In the event
9 of any dispute or disagreement between any Owners or any other persons subject to this
10 Declaration relating to the Properties, or any question of interpretation or application of the
11 provisions of this Declaration or any of the other Governing Documents, this Declaration shall
12 control. In the event of any conflict between the Articles and the Bylaws of the Association, the
13 Articles shall control. In the event of any conflict between any provision of the Rules and any
14 provisions of the other Governing Documents, the provisions of the Rules shall be deemed to
15 be superseded by the provisions of any other Governing Document, to the extent of any such
16 conflict.

17 **6.3. RULES AND REGULATIONS OF THE ASSOCIATION.** The Board is empowered to adopt,
18 amend, or repeal such rules and regulations as it deems reasonable and appropriate
19 (collectively, the "Rules"), which shall be binding upon all Persons subject to this Declaration
20 and shall govern the use or occupancy of the Properties. The Rules shall govern such matters as
21 the Board deems to be in furtherance of the purposes of the Association. The Rules may be
22 adopted, amended, or repealed at any special or regular meeting of the Board upon a vote of a
23 majority of all the Directors, and shall take effect after 30 days' written notice to the Owners,
24 unless the rule(s) being adopted, amended or repealed has a compelling health or safety
25 purpose, in which case seven days' notice to the Owners is required.

26 The Rules are deemed incorporated herein by this reference, and shall have the same
27 force and effect as if they were set forth in and were part of this Declaration, and shall be
28 binding upon all Persons having any interest in, or making any use of, any part of the
29 Properties, whether or not copies of the Rules are actually received by such persons.
30 References to the covenants and restrictions contained herein shall be deemed to refer also to
31 the Rules (except to the extent the Rules are in conflict herewith). The Rules, as adopted,
32 amended or repealed, shall be available for review by each person reasonably entitled thereto,
33 upon written request to the Board. It shall be the responsibility of each Person subject to the
34 Rules to review and keep abreast of any changes in the provisions thereof.

1 **ARTICLE 7: ENFORCEMENT**

2 **7.1. RIGHT OF ASSOCIATION TO ENFORCE.** The Association or any Owner has the right to
3 enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,
4 reservations, liens or charges now or hereafter imposed by the provisions of this Declaration.
5 This shall include enforcement of Rules and Regulations promulgated by the Association to
6 carry out its purposes and duties under this Declaration.

7 7.1.1. Attorney Fees. The prevailing party in any Court action shall be awarded
8 reasonable attorneys' fees and costs. If no Court action is brought, the Association shall be
9 reimbursed by the pertinent Owner(s), all reasonable attorneys' fees and costs it incurs in
10 enforcing the Governing Documents.

11 7.1.2. Waiver. No delay or omission on the part of the Association in exercising its
12 right to enforcement of this Declaration shall be construed as a waiver of or acquiescence in
13 any breach of any of the restrictions and covenants, and no right of action shall accrue against
14 the Board of Directors, the Association or any Owner for their neglect or refusal to exercise
15 such right of enforcement.

16 7.1.3. Protection of Mortgagee. No breach of the foregoing provisions, conditions,
17 restrictions or covenants shall defeat or render invalid the lien of any mortgage or deed of trust
18 made in good faith for value as to any portion of the Properties. Such provisions, conditions,
19 restrictions and covenants shall be enforceable against any portion of the Properties acquired
20 by any person through foreclosure for any breach occurring after such acquisition.

21 **7.2. ENFORCEMENT PROCEDURES.** At the Board's discretion, a violation of the Governing
22 Documents by an Owner, his guests, tenants or family members, may be referred to the
23 Association's attorney for enforcement action in Superior Court or any other court or agency of
24 appropriate jurisdiction. Alternatively, the Board may levy a monetary penalty or other
25 sanction against an Owner in accordance with the Governing Documents, applicable law and
26 procedures set forth by the Board of Directors. Any monetary penalty imposed shall become
27 part of the assessment account owed to the Association by the Owner and shall be collectible in
28 accordance with Section 5.5 above.

29 **7.3. NOTICE OF VIOLATION.** In the event that any Owner, his/her guests, tenants or family
30 members are in violation of any of the provisions of the Governing Documents, the Association,
31 after providing notice and an opportunity to cure the violation, has the right to record a "Notice
32 of Violation" with the Pima County Recorder's Office, stating the name of the Owner, the Lot
33 and the nature of the violation, and the Association's intent not to waive any of its rights of
34 enforcement. The Notice shall remain of record until the violation is cured.

1 **7.4. NO OBLIGATION TO ENFORCE.** The Association is not obligated to take any
2 enforcement action if the Board determines, in its sole discretion, that because of
3 considerations pertaining to the Association's finances, possible defenses, the time and
4 expense of litigation or other enforcement action, the likelihood of a result favorable to the
5 Association, or other facts deemed relevant by the Board, enforcement action would not be
6 appropriate or in the best interests of the Association. The failure of the Association or an
7 Owner to take enforcement action with respect to a violation of the Governing Documents shall
8 not constitute or be deemed a waiver of the right of the Association or any Owner to enforce
9 the Governing Documents in the future.

10 **7.5. CUMULATIVE RIGHTS AND REMEDIES.** All rights and remedies of the Association under
11 the Governing Documents or at law or in equity are cumulative, and the exercise of one right or
12 remedy shall not waive the Association's right to exercise another right or remedy.

13 **7.6. VIOLATION OF LAW.** Each and every provision of this Declaration, as amended from
14 time to time, is subject to any and all applicable federal, state and local governmental rules and
15 regulations, ordinances and subdivision regulations. Any violation of any federal, state,
16 municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use
17 of any property within the Subdivision is declared to be a violation of the Governing Documents
18 and subject to any and all enforcement procedures set forth in such Governing Documents.

19
20 **ARTICLE 8: TRASH COLLECTION**

21 **8.1. DEFINITIONS:**

22 8.1.1. "Trash Removal Service Provider" means a private, public or quasi-public utility
23 or other company which provides, or proposes to provide, trash removal and recycle services to
24 the Property pursuant to a "Trash Removal Service Agreement".

25 8.1.2. "Trash Removal Service Agreement" means an agreement between the
26 Association and a Trash Removal Service Provider pursuant to which the Trash Removal Service
27 Provider would be the exclusive provider of trash removal and recycling services in the
28 Property.

29 **8.2. TRASH REMOVAL.** Each Owner is solely responsible for the removal of trash from
30 his/her Lot on a regular basis. In order to obtain trash removal, including recycling services, at
31 rates and under terms and conditions that might not be otherwise generally available to the
32 Owners individually and in a manner that would minimize the wear and tear to the
33 Association's streets, the Owners hereby grant the following authority to the Board of
Directors:

1 **9.3. CAPTIONS AND TITLES.** All captions and titles used in this Declaration are intended
solely for convenience or reference purposes only and in no way define, limit or describe the
3 true intent and meaning of the provisions hereof.

4 **9.4. INTERPRETATION OF GOVERNING DOCUMENTS.** The Association, by the Board, shall
5 have the exclusive right to construe and interpret the provisions of this Declaration and all
6 other Governing Documents. In the absence of any adjudication to the contrary by a court of
7 competent jurisdiction, the Association's construction or interpretation of the provisions hereof
8 or of any other Governing Document, shall be final, conclusive, and binding as to all Persons
9 and property benefited or bound by this Declaration.

10 IN WITNESS WHEREOF, the undersigned certify that the Owners of at least a majority of
11 the Lots have voted to approve this Declaration.

12 GREEN VALLEY COUNTRY CLUB VISTAS II
13 PROPERTY OWNERS' ASSOCIATION, INC.,
14 an Arizona non-profit corporation
15

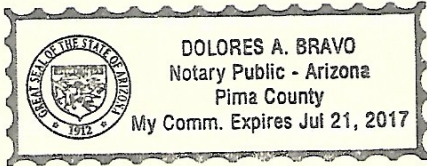
16
17
18 By: *Elizabeth A. Ramirez*
Its: President

19
20
21 ATTEST:

22
23
24
25 By: *Judith Clemons*
26 Its: Secretary
27
28
29
30
31
32
33
34
35
36
37
38
39

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

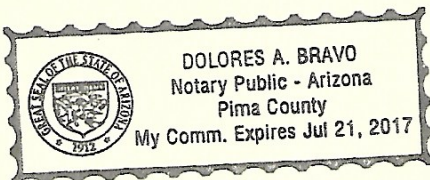
5 The foregoing instrument was acknowledged before me this 06 day of
6 February 2014, by Elizabeth A. Rhomberg
7 President, of GREEN VALLEY COUNTRY CLUB VISTAS II PROPERTY OWNERS' ASSOCIATION, INC.,
8 an Arizona non-profit corporation, on behalf of the corporation.



Dolores A. Bravo
Notary Public

15 STATE OF ARIZONA)
16 : ss:
17 County of Pima)
18

19 The foregoing instrument was acknowledged before me this 06 day of
20 February 2014, by Linda Clemans
21 Secretary, of GREEN VALLEY COUNTRY CLUB VISTAS II PROPERTY OWNERS' ASSOCIATION, INC.,
22 an Arizona non-profit corporation, on behalf of the corporation.



Dolores A. Bravo
Notary Public