



SEQUENCE: 20221330566

No. Pages: 31

5/13/2022 2:40 PM



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**AMENDED AND RESTATED  
DECLARATION OF ESTABLISHMENT OF  
CONDITIONS, COVENANTS AND RESTRICTIONS FOR  
CANOA HILLS TOWN HOMES LOTS 1 THROUGH 143**

**[amends and supersedes the instrument recorded in  
the office of the Pima County Recorder, Sequence 91168594]**

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**AMENDED AND RESTATED  
DECLARATION OF ESTABLISHMENT OF CONDITIONS,  
COVENANTS AND RESTRICTIONS FOR  
CANOA HILLS TOWNHOMES**

THIS AMENDED AND RESTATED DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANOA HILLS TOWNHOMES (this "Declaration") is made this 29th day of April, 2022, by the owners (the "Owners") of the real property described as:

Lots 1 through 64 of Canoa Hills Townhomes, a Pima County subdivision, as shown in the Plat of Record in Book 39 at page 78 of maps and plats on record in the Pima County Recorder's Office; and

Lots 65 through 143 and Common Areas "A" and "B" of Canoa Hills Townhomes, a Pima County subdivision, as shown in the Plat of Record in Book 41 at page 56 of maps and plats on record in the Pima County Recorder's Office, being a resubdivision of a portion of Lots 1 through 130, Canoa Hills Townhomes recorded Book 39 Page 78 of Maps and Plats, Pima County Records.

(together, the "Properties").

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**RECITALS**

**WHEREAS**, Declarant executed the *First Amended and Restated Declaration of Establishment of Conditions, Covenants, and Restrictions for Canoa Hills Townhomes Lots 1 through 64 and Common Areas A and B*, recorded on August 18, 1988, in Docket 8353, Pages 108-163, office of the Pima County Recorder; and

**WHEREAS**, Declarant executed the *First Amended and Restated Declaration of Establishment of Conditions, Covenants, and Restrictions for Canoa Hills Townhomes Lots 65 through 143 and Common Areas A and B*, recorded on August 18, 1988, in Docket 8353, Pages 164-219, office of the Pima County Recorder; and

**WHEREAS**, the aforesaid First Amended and Restated Declarations for Canoa Hills Townhomes Lots 1 through 143 completely restated, amended, superseded and replaced any previous declarations or amendments covering the Properties except the Declaration of Establishment of Conditions, Covenants and Restrictions recorded on June 9, 1986, in Docket 7801 at pages 716-718, office of the Pima County Recorder, which remains in full force and effect and pertains to membership in Green Valley Recreation, Inc. (the "GVR Declaration").

**WHEREAS**, Declarant executed a Supplemental Declaration for Lots 1-64, Canoa Hills Townhomes. Recorded on March 17, 1989, in Docket 8495 at pages 1465-1471, office of the Pima County Recorder; and









1 telecommunications or security system and acknowledges any duly recorded easement as  
2 recorded in the Pima County Recorder's office.

3  
4 SECTION 5: Permissible Encroachments.

5 Each Owner hereby acknowledges and agrees that Dwelling Units, or privately-owned  
6 patio walls, improvements and fixtures which are constructed on the Properties may from time  
7 to time encroach upon the Common Areas or other Lots in the Properties. Such encroachments  
8 are permissible and each Owner, by acceptance of the Deed to his Lot consents thereto and  
9 agrees that title to the land lying within such encroachments, and regardless of the platted lot  
10 line of the Lot upon which such structure or other work of construction has been constructed, is  
11 conveyed to the Owner of the Lot upon which the majority of the encroaching structure is built.

12  
13 **ARTICLE V**  
14 **THE ASSOCIATION**

15  
16 SECTION 1: Responsibilities of the Association.

17 The Association shall be responsible for the protection, improvement, alteration,  
18 maintenance, repair, replacement, administration, management and operation of the Common  
19 Areas. The Association shall, to the extent applicable, be responsible for:

20  
21 A. the maintenance of the common streets, roads, and sidewalks located  
22 within the Common Areas, and the entrance ways off of Camino del Sol and Camino Pato  
23 (from Canoa Ridge);

24  
25 B. the maintenance of the landscaped portions of the Common Areas;

26  
27 C. the operation, maintenance (including insurance) and, if necessary, the  
28 replacement, restoration or reconstruction of street signs, walls, fences, and other  
29 improvements originally constructed by Fairfield on the Common Areas;

30  
31 D. the payment of real estate taxes, assessments and other charges on those  
32 portions of the Common Areas owned by the Association;

33  
34 E. the insurance of all improvements which the Association is obligated to  
35 maintain against damage by casualty with such companies and with such limits as the  
36 Association deems appropriate;

37  
38 F. the hiring, firing, supervision and paying of employees and independent  
39 contractors, including, but not limited to, watchmen, security personnel to operate the  
40 restricted entry system (if any), workmen, landscapers, attorneys, accountants, architects  
41 and contractors to carry out the obligations set forth herein;

42  
43 G. the maintenance of such liability insurance as the Association deems  
44 necessary to protect the Members and the Board of Directors of the Association from

1 liability for conditions existing and events occurring on or about the Common Areas  
2 including, but not limited to, errors and omissions insurance for the Board of Directors of  
3 the Association;

4  
5 H. the maintenance of workmen's compensation insurance for the  
6 employees, if any, of the Association;

7  
8 I. the purchase of all goods, supplies, labor and services reasonably  
9 necessary for the performance of the obligations set forth herein;

10  
11 J. the enforcement, in its sole discretion, of the provisions of this Declaration,  
12 including, but not limited to, the Use Restrictions provided for in Article XIII hereof;

13  
14 K. the establishment and maintenance of such cash reserves as the  
15 Association in its sole discretion deems reasonably necessary for the maintenance and  
16 repair of the improvements for which it is responsible and for unforeseen contingencies;

17  
18 L. the provision of payment for all utility services for Common Area facilities;  
19 and

20  
21 M. the entering into of such agreements and the taking of such actions as are  
22 reasonably necessary and convenient for the accomplishment of the obligations set forth  
23 above and the operation and maintenance of the Common Areas and facilities located  
24 thereon.

25  
26 SECTION 2: Bylaws, Articles of Incorporation, and Board of Directors.

27 The manner in which the Association carries out its responsibilities shall be controlled by  
28 the provisions of its Bylaws and Articles of Incorporation and the provisions thereof.

29  
30 The affairs of the Association shall be managed by a Board of Directors elected by the  
31 membership.

32  
33 A. The Board shall have the responsibility and authority to adopt and publish  
34 rules and regulations governing the use and the personal conduct of the members and  
35 guests on the Common Areas, and to establish penalties for the infraction thereof.

36  
37 B. Exercise for the Association all powers, duties and authority vested in or  
38 delegated to the Association and not reserved to the membership by other provisions of  
39 this Declaration.

40  
41 C. Carry out the business of the Association and its routine administration.

42  
43 D. Enforce the Restrictions and rules and regulations affecting the  
44 membership of the Association.

1 **ARTICLE VI**  
2 **MEMBERSHIP**

3  
4 Every person who is an Owner of a Lot shall be a Member of the Association. Membership  
5 shall be appurtenant to and may not be separated from ownership of a Lot. Only persons who  
6 own Lots under recorded instruments, including deeds and contracts for sale, shall be members  
7 of the Association.  
8

9 **ARTICLE VII**  
10 **VOTING RIGHTS**

11  
12 There shall be one vote for each Lot, which vote may be exercised by the Owner or  
13 Owners of the Lot. When more than one person or entity holds an interest in any Lot, the vote  
14 for that Lot shall be exercised as agreed upon by the Owners, but in no event shall more than  
15 one vote be cast for any one Lot. If any Owner casts a vote on a particular matter, it will  
16 conclusively be presumed for all purposes that the person casting the vote was acting with the  
17 authority and consent of all of the Owners of the Lot, unless an objection by any other Owner is  
18 made at the time the vote is cast. If the owners of a Lot cannot agree on how to cast any vote,  
19 their vote will be prorated among them in accordance with their percentages of ownership.  
20

21 **ARTICLE VIII**  
22 **ASSESSMENTS**

23  
24 SECTION 1: Creation of the Lien and Personal Obligation to Pay Assessments.

25 Each Owner, upon the recordation of a deed to any Lot, whether or not it shall be so  
26 stated in such deed, agrees and covenants to pay to the Association: (A) annual assessments or  
27 charges, and (B) special assessments. These assessments shall be established and collected as  
28 provided in this Article. All assessments levied against a Lot, together with interest from the date  
29 of delinquency until paid, late fees, costs and reasonable attorneys' fees, shall be charged against  
30 the Lot and shall be a continuing lien upon the Lot. Such lien shall be deemed to have attached  
31 as of the date of recordation of the Original Declaration, and shall be senior to all matters other  
32 than tax liens for real property taxes on the Lot, assessments on the Lot in favor of any municipal  
33 or other governmental assessing unit, reservations in patents, and the lien of any First Mortgage.  
34 Upon the voluntary conveyance of a Lot, the selling Owner and the buyer shall be and remain  
35 jointly and severally liable for the payment of all assessments levied against the Lot prior to the  
36 closing of said sale and unpaid at the time of the conveyance, subject to the provisions of this  
37 Article.  
38

39 Delinquent assessments, together with interest, late fees, costs, and reasonable  
40 attorneys' fees, also shall be the personal obligation of the person who was the Owner of such  
41 Lot at the time when the assessment was levied, and shall bind his/her heirs, devisees, personal  
42 representatives and assigns. Except as otherwise provided herein, the personal obligation for  
43 delinquent assessments shall not pass to successors in title unless expressly assumed by them.  
44

1           SECTION 2: Amount of Assessment.

2           The Board of Directors of the Association shall each year estimate the cost of managing,  
3 maintaining, operating and repairing any and all properties owned by the Association and the  
4 cost of such other activities and undertakings as are consonant with the purposes of the  
5 Association for the ensuing fiscal year. The assessment to be charged to each Owner for the  
6 Association's fiscal year shall be the amount established by the Board of Directors, who shall  
7 determine the time and frequency that said assessments are to be paid for each fiscal year.  
8

9           SECTION 3: Annual Assessment.

10          Each Owner shall pay to the Association within thirty (30) days from the receipt of notice  
11 of assessment and invoice, a sum equal to that Owner's pro rata share of actual Association costs  
12 and expenses incurred in the performance of its obligations with respect to the Common Areas,  
13 including, but not limited to, the cost of all water used thereon, the cost of gas, electricity and  
14 other utilities serving the Common Areas, all property taxes assessed, landscaping and  
15 maintenance costs related thereto; and the Association's legal and accounting costs, expenses of  
16 repair and cleaning, management fees due to outside management personnel or incurred by  
17 reason of services rendered in management of the Properties, expenses for the charges of a fire  
18 company, insurance premiums, reserve accounts, if established by the Board of Directors for  
19 repairs and maintenance, and for other necessary expenses. Each Owner's pro rata share of such  
20 expenses shall be determined by dividing the number of Lots he/she owns by the total number  
21 of Lots.  
22

23          SECTION 4: Special Assessments.

24          The Board of Directors shall determine and levy special assessments, in the same manner  
25 as set forth in Section 3 above, in the event that unexpected expenses arise, or hazards require  
26 repair or replacement of facilities in or on the Common Areas and the funds obtained through  
27 the annual assessments are insufficient therefor.  
28

29          SECTION 5: Effect of Non-Payment of Assessments.

30          Payment of annual and special assessments shall become delinquent 15 days after the  
31 due date. All delinquent assessments shall bear interest, from the date of default until paid at  
32 the rate of 10% or two percent (2%) per annum above the prime rate of interest customarily  
33 charged by the Association's banking institution for short-term loans to its most creditworthy  
34 customers as of the date of default or judgment, whichever interest rate is higher. The obligation  
35 of every Owner to pay assessments levied by the Association is absolute and shall not be affected  
36 by any claim the Owner may have, or believes he/she has, against any other Person, including  
37 the Association, nor shall such obligation be affected by any irregularity in the manner or timing  
38 in which notice of assessment is given. Moreover, the sale of a Lot encumbered by the lien of a  
39 delinquent assessment shall not relieve the Owner thereof from the obligation to pay the  
40 prorated share of assessments for any portion of a year which he/she owned said Lot.  
41

42          The lien against any Lot may be foreclosed in the same manner as a mortgage and the  
43 Association may record a Notice and Claim of Lien in the event of any assessment remaining  
44 delinquent more than 15 days after the due date. Said Notice and Claim of Lien may be described

1 by a different title, but shall be recorded in the office of the Pima County Recorder and may set  
2 forth the amount of the delinquent assessment and any other matter deemed appropriate by  
3 the Association.

4  
5 SECTION 6: Attorneys' Fees.

6 In the event it shall become necessary for the Association to employ an attorney to collect  
7 a delinquent assessment, whether by foreclosure of the lien created herein or otherwise, the  
8 delinquent Owner shall pay, in addition to the assessment and interest accrued thereon, such  
9 reasonable attorneys' fees and all other costs and expenses incurred by the Association as a result  
10 of such delinquency.

11  
12 SECTION 7: Subordination of Lien to Mortgagee.

13 The lien for assessments provided for herein, including without limitation any fees, costs,  
14 late charges, or interest which may be levied by the Association in connection with unpaid  
15 assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot  
16 pursuant to foreclosure of any such First Mortgage or any proceeding in lieu thereof, including  
17 deed in lieu of foreclosure, or cancellation or forfeiture of such executory land sales contract,  
18 shall extinguish the lien of Assessments or charges which became due prior to any such sale or  
19 transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure,  
20 or cancellation or forfeiture of any such executory land sales contract; provided, however, that  
21 any such delinquent Assessments or charges, including interest, late charges, costs, and  
22 reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and  
23 assessed to all Lots as a common expense or may be expressly assumed by a Successor Owner.  
24 No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of  
25 foreclosure, nor cancellation or forfeiture of such executory land sales contract, shall relieve any  
26 Owner of a Lot from liability for any Assessments or charges thereafter becoming due, nor from  
27 the lien thereof. In the event of foreclosure of a First Mortgage or the taking of a deed in lieu  
28 thereof, such First Mortgagee shall not be liable for unpaid Assessments or other charges which  
29 accrued prior to the acquisition of title to the Lot in question by such First Mortgagee.

30  
31 SECTION 8: Owner Not Exempt.

32 The nonuse of or failure to occupy a Lot shall not exempt the Owner thereof from  
33 payment of all assessments properly levied against that Lot, and the Owner thereof shall be liable  
34 for the same as long as said Owner shall own a Lot.

35  
36 **ARTICLE IX**  
37 **MORTGAGEE'S PROTECTION PROVISIONS**  
38

39 SECTION 1: Definition.

40 Notwithstanding and prevailing over any other provisions of this Declaration, or the  
41 Articles of Incorporation or the Bylaws of the Association, the following terms and provisions  
42 shall apply solely to and benefit only each First Mortgagee holding a Mortgage interest in any  
43 Lot.

1           The term "First Mortgagees" as used for purposes of this Article IX shall mean any holder  
2 of a First Mortgage, except that in the case of necessary notices or consents as specified below,  
3 "Eligible First Mortgagees" shall mean only those holders of First Mortgages who have requested  
4 in writing of the Association that they be notified of proposed actions requiring notice to or  
5 approval of such First Mortgagees as set forth in Section 6 below.  
6

7           SECTION 2: No Personal Liability.

8           No First Mortgagee shall in any instance or manner be personally liable for the payment  
9 of any assessment or charge, nor for the observance or performance of any covenant, restriction,  
10 regulation, rule, Article, or Bylaw, except for those matters which are enforceable by injunctive  
11 or other equitable actions not requiring the payment of money and except as hereinafter  
12 provided.  
13

14           SECTION 3: Trustee's Sale and Foreclosure.

15           During the pendency of any trustee's sale or with respect to any proceeding to foreclose  
16 a paramount or first position Mortgage, including any period of redemption, the First Mortgagee  
17 (or receiver appointed in such action) may, but need not, exercise any or all of the rights and  
18 privileges of the Owner of the mortgaged Lot including, but not limited to, the right, if any, to  
19 vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and  
20 privileges.  
21

22           SECTION 4: Obligation to Pay Assessments.

23           At such time as a First Mortgagee shall become record Owner of a Lot, said First  
24 Mortgages shall be subject to all of the terms and conditions of this Declaration, including, but  
25 not limited to, the obligation to pay as and when due any and all assessments and charges  
26 accruing thereafter and assessable against the Lot acquired, in the same manner as any Owner.  
27

28           SECTION 5: Title Acquired through Foreclosure or Default.

29           The First Mortgagee, or any other party acquiring title to a Lot through foreclosure suit or  
30 through any equivalent proceeding arising from the default under a First Mortgage, including,  
31 but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title to the Lot acquired  
32 thereby free and clear of any lien authorized by or arising out of any of the provisions of this  
33 Declaration and which lien secured the payment of any assessment or charges accrued prior to  
34 the final conclusion of any such foreclosure suit or equivalent proceeding, including the  
35 expiration date of any period of redemption. Any such unpaid assessment shall nevertheless  
36 continue to exist as the personal obligation of the defaulting Owner of the Lot to the Association,  
37 and the Board of Directors may use reasonable efforts to collect the same from the Owner  
38 regardless of whether said Owner is or is not a Member of the Association. There shall be a lien  
39 upon the interest of the First Mortgagee or other party acquiring title to a Lot by foreclosure or  
40 by equivalent procedure for all assessments authorized by this Declaration which accrue and are  
41 assessed after the date the First Mortgagee or other acquirer has acquired title to the Lot free  
42 and clear of any right of redemption.  
43  
44

1            SECTION 6:    Material Changes By Association.

2            The Association, shall not, without first obtaining the approval of at least 67% of the votes  
3 of the Lot Owners and the consent of 51% of the Eligible First Mortgagees, amend this Declaration  
4 or Bylaws of the Association in any fashion so as to materially affect the following matters.

6            A.        Voting rights of Members;

7  
8            B.        Assessments, assessment liens, or subordination of assessment liens;

9  
10           C.        The establishment and maintenance of reserves for maintenance, repair  
11 and replacement of Common Areas and facilities related thereto;

12  
13           D.        The responsibility for maintenance and repairs;

14  
15           E.        The reallocation of interests in the general or limited common areas, or  
16 rights to their use;

17  
18           F.        The delineation of the boundaries of any Lot;

19  
20           G.        The convertibility of Lots into Common Areas or vice versa;

21  
22           H.        The expansion or contraction of the Properties or the construction projects  
23 related thereto, or the addition, annexation or withdrawal of real Property to or from the  
24 Properties;

25  
26           I.        The issuance of fidelity bonds with respect to the Properties;

27  
28           J.        The imposition of any restrictions on an Owner's right to sell or transfer his  
29 or her Lot;

30  
31           K.        A decision by the Association to establish self-management when  
32 professional management had been previously required by a first Mortgagee;

33  
34           L.        The restoration or repair of the Properties after a hazard or partial  
35 condemnation in a manner other than that specified in this Declaration or in the Bylaws  
36 of the Association;

37  
38           M.        Any action to terminate the legal status of the Properties after substantial  
39 destruction or condemnation thereof; or

40  
41           N.        Any provisions based on such Bylaws that expressly benefit Mortgage  
42 holders, insurers or guarantors.

1           SECTION 7: Termination of Legal Status of Properties.

2           Notwithstanding the foregoing, if the required percentage of the Owners of Lots shall  
3 determine to terminate the legal status of the Properties for reasons other than substantial  
4 destruction or condemnation, the required percentage approval of First Mortgagees shall be  
5 67%.

6  
7           SECTION 8: Right to Pay Charges in Default.

8           First Mortgagees are hereby granted the right but shall not be obligated to jointly or  
9 severally pay such taxes or other charges as are in default and which may or have become a  
10 charge against any Common Areas owned by the Association, and such First Mortgagees may,  
11 jointly or severally, pay overdue premiums on hazard insurance policies or secure new hazard  
12 Insurance coverage on the lapse of a Policy for such Common Areas, and any First Mortgagees  
13 making such payment shall be owed immediate reimbursement therefor from the Association.

14  
15           SECTION 9: Precedence of First Mortgage.

16           Nothing in this Declaration shall in any manner be deemed to give an Owner, or any other  
17 party, priority over any rights of a First Mortgagee under the terms of such First Mortgagee's  
18 Mortgage in the case or a distribution to an Owner of insurance proceeds or condemnation  
19 awards for losses or to a taking of any Dwelling Unit or any part of the Common Areas owned by  
20 the Association. Each First Mortgagee shall be entitled to timely written notice of such loss or  
21 taking

22  
23           SECTION 10: Written Notification of Default.

24           Each First Mortgagee shall, upon written request to the Association, be entitled to  
25 written notification from the Association of any default in the performance by the Owner of a Lot  
26 encumbered by the Mortgage in favor of such First Mortgagee under any obligation provided for  
27 herein or under the community documents and which default is not cured within 60 days.

28  
29           SECTION 11: Inspection of Books and Records.

30           Each First Mortgagee shall, upon written request to the Association, be entitled to: (a)  
31 inspect the books and records of the Association during normal business hours; (b) receive an  
32 annual financial statement of the Association within ninety (90) days following the end of any  
33 fiscal year of the Association; and (c) receive written notice of all meetings of the Association,  
34 and designate a representative to attend such meetings.

35  
36           SECTION 12: Notice.

37           Each First Mortgagee shall, upon written request to the Association, be entitled to written  
38 notice from the Association at least thirty (30) days prior to: (a) abandonment or termination of  
39 the Association;(b) any material amendment to the Declaration, Articles or Bylaws and (c) the  
40 effectuation of any decision by the Association to terminate professional management and  
41 assume self-management of the Association.



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**ARTICLE X  
INSURANCE**

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SECTION 1: Scope of Coverage.

The Association shall secure policies of insurance and shall maintain the same so that a policy is in force at all times providing, to the extent that the same is available at reasonable cost, liability insurance coverage for the Common Areas and all insurable facilities and improvements thereon in an amount of a minimum of One Million (\$1,000,000.00) Dollars coverage insuring against liability for bodily injury and property damage resulting from the use of the Common Areas or the maintenance or operation thereof and any liability arising from a contract of employment between the Association and another person or entity. The Association shall also secure fire and extended coverage, together with a standard "all risk" endorsement and, to the extent the same can be obtained, "agreed amount" and "inflation guard" endorsements, and any construction code endorsements required under law, which coverage shall be in an amount to be determined by the Board of Directors, but in no event less than, 100% of the current replacement value of Common Areas and facilities so that same will adequately and properly insure all structures, equipment and improvements on the Common Areas. The cost of such insurance shall be paid by the Association. The Association shall have authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier. Each policy of insurance provided for under this Section shall recite that the same may not be cancelled or benefits hereunder be alterable without 10 days' notice in writing to the Association.

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SECTION 2: Repair and Replacement of Damaged and Destroyed Property.

In the event of damage to or the destruction by fire or other casualty of Common Areas facilities or improvements covered by the described insurance policies, the Board of Directors of the Association shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good a condition as formerly existed, provided, however, that in the event that the proceeds of such insurance shall be insufficient to substantially restore or repair the damaged or destroyed facilities, the Board of Directors of the Association shall poll the Members, and upon the election of 67% or more of the total votes of the Members, may specially assess the Owners for the difference between the sum received as insurance proceeds and the reasonable cost of repair or replacement of the damaged or destroyed Common Area facilities. In the event that less than 67% of the Members shall consent to such special assessment of the Owners, no such assessment shall be made and the Board of Directors may determine to only partially restore or replace the damaged or destroyed facilities or to make some other use of the affected Common Area(s).

SECTION 3: Owner's Responsibilities.

The Association shall in no event be required to replace or restore real or personal property located upon any Lot, and the insurance of Lots and improvements thereon against any and all hazards shall be the sole responsibility of the Owners thereof. In the event of damage to an improvement on a Lot, the Owner thereof shall repair or rebuild the improvement to the same

1 standards and specifications of the original improvement, unless otherwise permitted by the  
2 Architectural Committee.

3  
4 SECTION 4: Mortgagee's Insurance.

5 Notwithstanding any provision of this Declaration to the contrary, in the event any  
6 improvement constructed on the Common Areas is the subject of a Mortgage, then each policy  
7 of insurance procured pursuant to Section 1 of this Article shall contain or have attached thereto  
8 a standard mortgagee or beneficiary coinsurance and loss payable clause which provides that all  
9 proceeds paid thereunder shall be paid to the Association for the use and benefit of all  
10 Mortgagees under Mortgages encumbering any such improvements, as their interest may  
11 appear, and such policy or policies shall further provide that the insurance carrier issuing the  
12 same shall notify each First Mortgagee identified as such to such carrier at least ten (10) days in  
13 advance of the effective date of any reduction in or cancellation of the policy. Such policy or  
14 policies shall further provide that the interest of each Mortgagee holding a Mortgage  
15 encumbering any such improvements in insurance proceeds shall not be invalidated by any  
16 action, neglect or inaction of the Board of Directors of the Association, Owners or their tenants  
17 or agents. Such policy or policies shall further provide for waiver by the insurer of any policy  
18 provisions which would render the mortgagee or beneficiary clause invalid by reason of the  
19 failure of such mortgagee or beneficiary to notify the insurer of any hazardous use of such  
20 improvements and any policy requirement that the mortgagee or beneficiary pay the premium  
21 thereof.

22  
23 **ARTICLE XI**  
24 **OWNER'S RESPONSIBILITIES**

25  
26 SECTION 1: Scope of Responsibilities.

27 Each Owner shall be responsible for all costs and expenses relating to the maintenance,  
28 repair, upkeep, taxation and assessment of his Lot(s) and any improvements thereon, including  
29 but not limited to, the payment of utility costs, ad valorem taxes, roof maintenance and repair,  
30 maintenance and repair of building exteriors, fence and walls, upkeep of trees, shrubs, grass,  
31 walks, sidewalks, and other exterior portions of and structures on his Lot, unless otherwise  
32 provided herein. All exterior repairs shall be made in conformance with the original architectural  
33 design and style of the structure being repaired.

34  
35 SECTION 2: Failure to Maintain.

36 If any Owner fails to fulfill his/her obligations to maintain a Lot, after approval by 2/3rds  
37 vote of the Board of Directors, the Association shall have the right through its agents and  
38 employees, to enter upon the Lot, and to repair and maintain as needed in the sole discretion of  
39 the Board. The cost of such maintenance and repair shall be the responsibility of the Lot Owner,  
40 and an invoice shall be a sent to the Owner, which shall be due and payable within 30 days of its  
41 date. If not paid, the amount due shall be collectible like an assessment under Article VII, Section  
42 5.

**ARTICLE XII**  
**ARCHITECTURAL COMMITTEE**

SECTION 1: Composition of Committee.

There is hereby established an Architectural Committee which shall act in accordance with this Article XII. The Architectural Committee shall be composed of a minimum of three members appointed by the Board of Directors. Members of the Architectural Committee shall not, be entitled to any compensation for services performed pursuant to Articles XI or XII. Designated professional representatives of the Architectural Committee shall be entitled to such compensation as may be determined by the Board of Directors, payable as an expense of the Association.

SECTION 2: Review by Committee.

All architectural matters within the Properties shall be subject to the discretionary review of the Architectural Committee, except as otherwise provided herein. Subject to final review and approval by the Board of Directors, the Architectural Committee may promulgate and amend written rules and regulations concerning the construction, alteration, repair, modification or addition of any exterior building, wall, fence, coping, drive, or similar structure. All plans, specifications and plot plans related to the foregoing changes on a Lot shall be subject to the approval of the Architectural Committee. Such rules and regulations shall not be in conflict with any provisions in this Declaration. Decisions of the Architectural Committee may be appealed to the Board of Directors within 30 days after the Architectural Committee's decision is issued. The appeal shall be conducted in accordance with procedural rules the Board may adopt.

SECTION 3: Procedures.

Prior to the construction of any improvement upon a Lot, whether such improvement be initial improvements or later alterations, modifications or other changes, an Owners shall be required to obtain the written approval of the Architectural Committee which approval may be given in the sole discretion of the Architectural Committee. The Owner shall submit to the Architectural Committee two (2) complete sets of plans for the proposed improvements, specifications (including exterior color schemes) and plot plans which shall include the location of all major structures. Approval of the plans and specifications shall be evidenced, if at all, by the written endorsement of the Architectural Committee made on the plans and specifications. One (1) set of the endorsed plans shall be returned to the Owner of the Lot proposed to be improved prior to the beginning of any construction. One (1) set of plans and specifications shall be retained by the Architectural Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed improvements are concerned; shall be made without the written approval of the Architectural Committee. After construction is completed, no further change including any change of exterior color, shall be made without the written permission of the Architectural Committee.

For purposes of this Article, architecture and improvements shall be deemed to, include, but not limited to, buildings, fixtures, radio antennae, television antennae, satellite stations or

1 dishes, walls, fences, copings, awnings, sunshades, flagpoles, or any similar structures and any  
2 landscaping and any and all other related matters.

3  
4 SECTION 4: Alterations and Modifications – Discretion of Architectural Committee.

5 In reviewing plans for alterations, modifications, additions or other changes to a structure  
6 upon a Lot, the Architectural Committee shall exercise its discretion in deciding whether or not  
7 an alteration or modification is in harmony with the overall scheme of subdivision development.  
8 The Architectural Committee shall have the right to deny alterations or modifications for purely  
9 aesthetic reasons if the Architectural Committee considers the alteration or modification to be  
10 unattractive in relation to the overall scheme of development, or if the Committee considers the  
11 alteration or modification to be a nuisance or upset of design, or if the Architectural Committee  
12 considers the alteration or modification to be in contrast to or out of harmony with the style of  
13 existing structures, or if the physical views of the Properties will be disrupted by the alteration or  
14 modification. The Architectural Committee may elicit the opinion of other Owners, including the  
15 neighbors of the Owner submitting the plan for alteration or modification, as to the conformity  
16 and harmony of the proposed plan with the overall scheme of development, and the effect that  
17 the proposed plan might have on the physical views of other Owners. After eliciting these  
18 opinions, the Architectural Committee may, but need not, take them into account in making its  
19 final decision of approval or disapproval of an alteration or modification to an existing structure.  
20 While the opinion of no single Lot Owner will control a decision of the Architectural Committee,  
21 within its own discretion, the Architectural Committee may, but need not, attach whatever  
22 significance it deems sufficient to the statements of residents and/or neighbors of the resident  
23 submitting the proposed alteration or modifications to an existing structure.

24  
25 SECTION 5: Minimum Criteria for Plans.

26 All plans must meet the following minimum criteria and such further criteria as the  
27 Architectural Committee promulgates:

28  
29 A. The plans shall be in accordance with the provisions of this Declaration and  
30 written rules and regulations of the Architectural Committee or Board of Directors, and  
31 shall not involve material changes to models designed or built by Fairfield without specific  
32 waiver of this subsection by the Architectural Committee, such waiver being at the  
33 absolute discretion of the Architectural Committee;

34  
35 B. The plans shall be in sufficient detail to permit the Architectural  
36 Committee to make its determination; and

37  
38 C. The plans shall be complete and ready for submittal to obtain a building  
39 permit from Pima County or other competent jurisdiction.

40  
41 The Architectural Committee shall review and shall either approve or disapprove said  
42 plans and specifications within thirty (30) days from receipt thereof. Any plans not so approved  
43 or disapproved shall be deemed approved, and the provisions of Section 2 above shall be deemed  
44 waived.

1  
2           SECTION 6: Fee.

3           The Association may charge an applicant for architectural approval a fee which shall be  
4 paid to the Architectural Committee or its designated professional representative.  
5

6           SECTION 7: No Responsibility for Defects.

7           Neither the Association nor the Architectural Committee shall be responsible in any way  
8 for any defects in any plans or specifications submitted in accordance with the foregoing, nor for  
9 any structural defects in any buildings or structures erected according to such plans or  
10 specifications.  
11

12           SECTION 8: Land Use and Building Type.

13           No improvement or structure whatever, other than a first-class private dwelling house,  
14 patio walls, swimming pool and customary outbuildings, garage or carport, may be erected,  
15 placed or maintained on any Lot. First-class materials and workmanship are required.  
16

17           SECTION 9: Conformity to Building Codes.

18           All structural and design work shall be accomplished in accordance with the Uniform  
19 Building Code as adopted by the County of Pima or other competent jurisdiction. Electrical and  
20 mechanical work shall conform to all applicable local and national codes. All buildings, fences,  
21 ledges, improvements or appurtenances or other structures of any nature shall be in compliance  
22 with the setback requirements of the County of Pima or other competent jurisdiction, including  
23 but not limited to, the front, side and rear setbacks; the same must be approved by the  
24 Architectural Committee before the commencement of any construction.  
25

26           SECTION 10: Fences, Walls and Hedges.

27           No fence or wall may exceed six (6) feet in height, without approval of the Architectural  
28 Committee. Any planting used to form a hedge will be subject to the same setback and height  
29 requirements as applied to a fence or wall. In determining the height of a wall or other such item,  
30 the natural ground level shall be used. Bare concrete walls and chain link fences are prohibited.  
31

32           SECTION 11: Screening.

33           Mechanical and electrical equipment to be installed by an Owner, other than Fairfield in  
34 the original construction, shall, within reason, be concealed from the view of any adjoining street  
35 front or Lot. Included within this restriction are air conditioning, evaporative coolers and pool  
36 pump or heating equipment. No such equipment shall be permitted to remain exposed at the  
37 side or rear of any Lot unless reasonably concealed by planting or fence. Notwithstanding the  
38 above, equipment or other improvements originally installed by Fairfield, or later replaced or  
39 repaired, shall be acceptable without the necessity of screening.  
40

41           SECTION 12: Lights.

42           All exterior lights must be located and maintained so as not to be directed toward or  
43 interfere with surrounding properties or the Common Areas, including streets.  
44

1           SECTION 13: Temporary Structures.

2           No temporary house, house trailer, motorhome, tent, garage, camper, boat or  
3           outbuilding of any kind shall be placed or erected upon any part of the Properties for use as living  
4           quarters. No residence placed or erected on any Lot shall be occupied in any manner at any time  
5           prior to its being completed in accordance with approved plans, as hereinafter provided, nor shall  
6           any residence, when completed, be in any manner occupied until made to comply with all  
7           requirements, conditions and restrictions set forth herein; provided that, during the actual  
8           construction or alteration of a building or buildings on any Lot, necessary temporary buildings for  
9           storage of materials and equipment may be erected and maintained by the person doing such  
10          work. The work of constructing, altering or remodeling any building on any part of the properties  
11          shall be prosecuted diligently from the commencement thereof until the completion thereof.

12  
13          SECTION 14: Other Buildings.

14          No garage or other building or structure shall be erected, placed or maintained on any Lot  
15          until the construction and completion of the principal residence thereon, except that the  
16          necessary outbuildings, garage or other structures relating to the principal residence may be  
17          simultaneously constructed, and nothing herein shall be construed to prevent the incorporation  
18          and construction of a garage in and as part of such residence. The Architectural Committee may  
19          require that any garages and other accessory buildings be incorporated as a part of and attached  
20          to the Dwelling Unit, in a manner approved by the Architectural Committee rather than located  
21          apart from the Dwelling Unit.

22  
23          SECTION 15: Architectural Committee Approval.

24          No building of any nature shall be constructed or removed from within or without the  
25          Properties to any Lot within the Properties without the consent of the Architectural Committee,  
26          and in the event a building shall be so placed from without on any Lot, said building shall comply  
27          in all respects with each and every provision of this Declaration relating thereto.

28  
29          SECTION 16: Shrubs, Trees and Grasses.

30          No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such places  
31          as to cause a traffic hazard. Bermuda grass, except that of a variety recognized to be pollen free  
32          and approved in writing by the Association, shall not be grown on any Lot. All trees and other  
33          vegetation planted in the Lot shall *be* kept trimmed to a height which will not materially interfere  
34          with views from neighboring building sites. The Architectural Committee may forbid the planting  
35          or maintenance of certain plants, trees and shrubs or restrict the propagation of such plants,  
36          trees and shrubs to native or indigenous species.

37  
38          SECTION 17: Antennae and Exterior Additions.

39          No exterior antennas, satellite dish stations, or other devices for the transmission or  
40          reception of television or radio signals shall be erected or maintained on any Lot except as initially  
41          designed or installed by Fairfield or its assigns, without prior written authorization of the  
42          Architectural Committee. This provision shall not prohibit the Association from maintaining or  
43          placing such equipment on or in the Common Areas. Further, no exterior devices or additions,  
44          other than initially installed by Fairfield or its agents, shall be constructed on the exterior of a

1 Dwelling Unit (including the roof) without the written authorization of the Architectural  
2 Committee. This Section is subject to the Federal Telecommunication Act and associated rules  
3 limiting the rights of the Association to control antennas and satellite dishes.

4  
5 SECTION 18: Signs.

6 An Owner may erect one (1) portable "open house" sign, which shall be no greater in size  
7 than four (4) square feet, on his/her Lot during the hours there is a realty representative  
8 attending the open house at the Dwelling Unit on the Lot, or while open by the Owners. A minimal  
9 number of "open house" direction signs may be placed on Common Areas to assist viewers in  
10 locating the "open house". All such signs must be removed when the Dwelling Unit is not open  
11 for public inspection.

12  
13 SECTION 19: Derricks, Tanks, Heating and Cooling.

14 (a) No structure designed for use in boring for water, oil or natural gas shall  
15 be erected, placed or permitted upon any part of the Properties, nor shall any water, oil,  
16 natural gas petroleum, asphaltum or hydrocarbon products or substances be produced  
17 or extracted therefrom.

18  
19 (b) No elevated tanks of any kind shall be erected, placed or permitted upon  
20 any part of the Properties, and any tanks for use in connection with any Dwelling Unit on  
21 the Properties, including tanks for the storage of gas and fuel oil, gasoline or oil, must be  
22 buried or walled in to conceal them from the neighborhood Lots, roads or streets.

23  
24 SECTION 20: Clotheslines.

25 Clotheslines shall be of a retractable type concealed from view of neighboring Lots and  
26 streets.

27  
28 SECTION 21: Waivers.

29 Any or all of the restrictions of this Article are subject to waiver by the Architectural  
30 Committee, and any such waiver may apply at the option of the Architectural Committee to fewer  
31 than all of the Lots without waiver or such restriction as to any other Lot or Lots.

32  
33 SECTION 22: Conflict of Interest.

34 In the event a conflict of interest arises wherein a member of the Architectural Committee  
35 wishes to alter, remodel, and/or add to his existing structural, a substitute member shall be  
36 appointed by the Board of Directors to the Architectural Committee to, in conjunction with the  
37 remaining two (2) members of the Committee, approve or disapprove said plans and  
38 specifications.

39  
40 **ARTICLE XIII**  
41 **USE RESTRICTIONS**

42  
43 Violations of the following Sections shall be investigated by the Architectural Committee and  
44 reported to the Board of Directors with a recommendation of possible action.

1  
2       SECTION 1: Business Activities.

3       All Lots shall be used for single-family residential purposes only. The following applies  
4 with respect to home business activities within the Properties:

5  
6           A.       Criteria for Home Business. No trade or business may be conducted in or  
7 from any Lot, except that an Owner or occupant residing in any Lot may conduct business  
8 activities within the Lot so long as (1) the existence or operation of the business activity  
9 is not apparent or detectable by sight, sound or smell from outside the Lot; (2) the  
10 business activity conforms to all zoning requirements and any other governmental  
11 requirements for the Properties; (3) the business activity does not involve any person  
12 conducting such business who does not reside in the Lot or door-to-door solicitation of  
13 residents of the Properties; (4) the existence or operation of the business does not  
14 increase that Lot's use of Common Area facilities over the standard for a single family  
15 dwelling; (5) the existence or operation of the business does not require more than a  
16 reasonable number of customers or delivery trucks to visit the Lot; and (6) the business  
17 activity does not constitute a nuisance, or a hazardous or offensive use, or cause the  
18 owners to violate any other provisions of this Declaration, or threaten the security or  
19 safety of other residents of the Properties, as may be determined in the sole discretion of  
20 the Board.

21  
22           B.       Pertinent Definitions. The terms "business" and "trade," as used in this  
23 provision, shall be construed to have their ordinary, generally-accepted meanings.

24  
25           C.       Rentals. No room or rooms in any residence on said Lots shall be rented  
26 or leased; provided that nothing in this Section shall be construed as preventing the  
27 renting or leasing of an entire Lot, together with its improvements. However, no Lot may  
28 be rented for a hotel or transient purpose, which shall be construed to mean for a period  
29 of less than 30 days, nor shall any lot be rented to other than a family as defined by the  
30 Pima County Zoning Code.

31  
32       SECTION 2: Trash Collection.

33       All equipment for the storage or disposal of garbage or other waste shall be kept in a clean  
34 and sanitary condition. No container shall be kept at any time in view of an adjacent street except  
35 for the day of trash pickup by the commercial rubbish collector. The Board of Directors of the  
36 Association shall engage a single company for trash removal and recycling services. Each  
37 household shall use only the single company selected. The Board shall decide and notify the  
38 Owners whether the Association will have a single contract with the company selected with the  
39 costs included in the Association's assessments, or whether each household shall contract with  
40 the single company selected and pay directly. The Board may promulgate rules and regulations  
41 governing all matters pertaining to trash removal and recycling services.



1           SECTION 3: Nuisance and Noise.

2           No Lot shall be used in whole or part for the storage of trash or debris of any character  
3 whatsoever nor for the storage of any property or thing that will cause such Lot to appear in an  
4 unclean or untidy condition or that will be obnoxious otherwise. No obnoxious or offensive  
5 activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon  
6 which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor  
7 which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding  
8 properties. No Owner shall engage in any activity or permit any activity to occur on the Properties  
9 which shall result in unusual, loud or obtrusive noise or sounds.

10  
11           SECTION 4: Resubdivision.

12           No Lot or Lots shall be resubdivided, except for the purpose of combining the  
13 resubdivided portions with another adjoining Lot or Lots, provided that no additional Lot is  
14 created thereby. This Section shall not prohibit the combining of Lots.

15  
16           SECTION 5: Vehicle Parking and Storage.

17           All Owners and guests and invitees shall park any and all motorized or nonmotorized  
18 vehicles in off-road parking spaces shown on approved plans. Parking spaces shall include the  
19 paved driveways in each Lot and any additional parking spaces, if any, as set forth in the Plat but  
20 shall not include other Common Areas not so designated. Additional parking spots, if any, may  
21 be designated from time to time by the Board of Directors. Notwithstanding the above provision,  
22 Owners and their guests and invitees may park in front of a Lot for purposes of loading and/or  
23 unloading personal belongings from a motorized or nonmotorized vehicle if the time in which the  
24 vehicle is parked in any non-designated space is less than 1-1/2 hours in any 24-hour period.  
25 Parking and/or storing of recreational vehicles (including, but not limited to, motorhomes, vans,  
26 campers, trailers and boats) is prohibited on all portions of the Properties, except within the  
27 confines of either a standard-sized carport or a standard-sized garage, as approved by the  
28 Architectural Committee or on the parking area of an Owner's Lot or in any designated common  
29 parking areas within the subdivision for a period of not more than 72 hours in any seven-day  
30 period and not more than 144 hours in any 30-day period, for the purposes of loading, unloading,  
31 or, for providing parking for guests of the Owner who may be driving or pulling a recreational  
32 vehicle. The use and/or occupancy of a recreational vehicle (including, but not limited to, a  
33 motorhome, van, camper, trailer, or boat) as living quarters on either a temporary or permanent  
34 basis is strictly prohibited on any portion of the Properties. An Owner or resident may request  
35 that the Board of Directors grants a variance to the restrictions in this Section. Such variance shall  
36 be granted or denied at the Board's sole discretion.

37  
38           SECTION 6: Inoperable Vehicles and Commercial Vehicles.

39           No inoperable, junk, or wrecked vehicles shall be placed on or stored on any Lot or  
40 Common Areas, nor shall any commercial, construction, or like vehicles be placed on or stored  
41 on any Lot or Common Areas, except as may be permitted by the Association, in writing, for  
42 limited periods of time.

1           SECTION 7: Drainage-Ways.

2           No structure, planting or other material, except as originally installed, shall be placed or  
3 permitted to remain within any drainage-way which may change the direction of flow or which  
4 may obstruct or retard the flow of water.

5  
6           SECTION 8: Animals.

7           No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be bred, raised or  
8 kept on the Properties, nor shall dogs, cats or other animals be kept in kennels or similar  
9 enclosures on the Properties. This restriction shall not be construed, however, as prohibiting the  
10 keeping of ordinary domestic pets as long as such pets are kept confined in the single-family  
11 residence and fenced yard. When domestic pets, which are allowed to be kept on the Properties,  
12 are taken out of an Owner's Lot, the domestic pet(s) shall be on a leash and the Owner shall be  
13 required to pick up immediately any animal feces left on any other Owner's Lot or on the  
14 Common Areas.

15  
16           SECTION 9: Inspection.

17           During reasonable hours any member of the Board of Directors of the Association, or any  
18 authorized representative of any of them, shall have the right to enter upon and inspect any Lot  
19 within the subdivision (not including the interior of any Dwelling Units erected thereon) for the  
20 purpose of ascertaining whether or not the provisions of this Declaration have been or are being  
21 complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

22  
23           SECTION 11: Entrance Monument.

24           The entrance monument (corner of Camino del Sol and Camino del Pato) and adjacent  
25 landscaping shall be maintained so that it presents a pleasing appearance consistent with other  
26 entrance monuments on Camino del Sol.

27  
28   **ARTICLE XIV**  
29   **AGE RESTRICTIONS**

30  
31           It is intended that the Properties shall be considered as housing for older persons as  
32 defined in the Fair Housing Amendments Act of 1988 and all subsequent applicable amendments  
33 to the Federal Fair Housing Act.

34  
35           A.       Unless otherwise provided in this Declaration, each Lot shall be occupied  
36 by at least one person 55 years of age or older. Notwithstanding the foregoing, if an  
37 Owner who is 55 years of age or older dies, the underage surviving spouse or co-habitant  
38 may remain in the Dwelling Unit so long as the Properties can still be considered as  
39 housing for older persons.

40  
41           B.       No person who has not yet reached his/her 18<sup>th</sup> birthday shall reside  
42 permanently in the Properties. However, this restriction shall not apply to individuals that  
43 are merely visiting for a temporary period of time, not to exceed 30 days, during any  
44 calendar year.

1  
2 C. The occupancy regulations of this Section pertaining to minimum age  
3 restrictions and the prohibition of minors apply to all occupants, whether Owners or  
4 tenants, and to all leases as well as sales.  
5

6 D. The Board of Directors has the exclusive right to determine who is a  
7 resident or occupant for the purposes of determining compliance with this Section.  
8

9 E. The Association shall have the right to verify date of birth of Dwelling Unit  
10 occupants. The Association may request acceptable proof of age, including driver license,  
11 passport, immigration card, birth certificate or other government-issued document.  
12

13 F. The Board of Directors shall establish procedures to insure compliance  
14 with the State and Federal Fair Housing Acts, and any other legislation or governing  
15 regulations pertaining to this Section.  
16

17 **ARTICLE XV**  
18 **PARTY WALLS**  
19

20 SECTION 1: General Rules of Law Apply.

21 Each wall, whether a patio yard wall or bearing wall of a Dwelling Unit, which is built as a  
22 part of the original construction of a building upon the Properties and placed on or immediately  
23 adjacent to the dividing line between Lots shall constitute a party wall, and, to the extent not  
24 inconsistent with the provisions of this Article, the general rules of law regarding party walls and  
25 liability for property damage due to negligence or willful acts or omissions shall apply. Each  
26 Owner is deemed to acknowledge that some portions or all of the Properties were developed  
27 with structures having common lot lines and common party walls. In many instances, this will be  
28 the case for both rear yards and common Dwelling Unit walls. Each Owner, therefore, in the case  
29 of such a structure, consents to the placement of the walls of the Dwelling Unit on the dividing  
30 lines between Lots as set forth above.  
31

32 SECTION 2: Alterations.

33 No Owner may alter the appearance or structure of a party wall (except that landscaping  
34 shall not be precluded) without the consent of the Architectural Committee and such Committee  
35 may, but need not, deny approval if all Owners having an interest in the party wall have not  
36 consented to the alteration.  
37

38 SECTION 3: Sharing of Repair and Maintenance.

39 The cost of ordinary repair and maintenance of a Party wall shall be shared equally by the  
40 Owners of the Lots which are divided by the wall.  
41

42 SECTION 4: Destruction by Fire or Other Casualty.

43 If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used  
44 the wall may restore it and is hereby granted a permanent access easement across adjoining

1 Lot(s) for such restoration. The Owners of the Lots which are divided by the wall shall share  
2 equally in the cost of such restoration.

3  
4 SECTION 5: Weatherproofing.

5 Notwithstanding any other provision of this Article, an Owner who by his negligent or  
6 willful act causes a party wall to be exposed to the elements shall bear the whole cost of repairing  
7 all damage resulting from such exposure.

8  
9 SECTION 6: Right to Contribution - Runs with Land.

10 The right of any Owner to contribution from any other Owner sharing a party wall under  
11 this Article shall be appurtenant to and shall run with the land.

12  
13 SECTION 7: Arbitration.

14 In the event any dispute arises concerning a party wall, or the provisions of this Article,  
15 the parties may submit the dispute to binding arbitration if they can agree on an arbitrator and  
16 procedural rules. Otherwise, the dispute will be resolved by judicial action.

17  
18 SECTION 8: Private Agreements.

19 Private agreements between Owners may not modify the provisions of this Article.

20  
21 SECTION 9: Eaves, Steps and Open Porches.

22 For purposes of this Article, eaves, steps and open porches shall not be considered to be  
23 part of a Dwelling Unit.

24  
25 **ARTICLE XVI**  
26 **GENERAL PROVISIONS**

27  
28 SECTION 1: Enforcement.

29 The Association or any Member shall have the right, but not the duty, to enforce, by any  
30 proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or  
31 charges now or hereafter imposed by the provisions of this Declaration. The prevailing party in  
32 any Court action shall be awarded reasonable attorney's fees and costs.

33  
34 SECTION 2: No Waiver.

35 No delay or omission on the part of the Association or any Member in exercising their  
36 right of enforcement hereunder shall be construed as a waiver of any breach of any of the  
37 Restrictions or acquiescence in any breach hereof. No right of action shall accrue against the  
38 Association or any Member for their neglect or refusal to exercise such right of enforcement, nor  
39 shall any right of action accrue against the Association for including herein provisions, conditions,  
40 restrictions or covenants which may be unenforceable.

41  
42 SECTION 3: Lien of Mortgages.

43 No breach of the provisions, conditions, restrictions or covenants contained within this  
44 Declaration shall defeat or render invalid the lien of any Mortgage made in good faith for value

1 as to any portion of the Properties. Such provisions, conditions, restrictions and covenants shall  
2 be enforceable against any portion of the Properties acquired by any person through foreclosure  
3 or by deed in lieu of foreclosure or any breach occurring after such acquisition.  
4

5 SECTION 4: Severability.

6 Invalidation of any covenant, restriction provision or term of this Declaration by judgment  
7 or court order shall not affect any other covenant, restriction, provision or term hereof which  
8 shall remain in full force and effect.  
9

10 SECTION 5: Amendment.

11 Except as may be provided elsewhere in this Declaration, the terms hereof may be  
12 amended by the Association; provided, however, that any amendments made by the Association  
13 shall be approved by at least 67% of the votes cast by Owners at a meeting of the Members duly  
14 called for that purpose at which a quorum is present and shall be made only by an instrument in  
15 writing signed by the President and Secretary of the Association and recorded with the County  
16 Recorder of Pima County, Arizona.  
17

18 SECTION 6: Term.

19 The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof,  
20 shall run with the land and continue and remain in full force and effect at all times and against  
21 all persons until January 1, 2025, at which time, they shall be automatically extended for  
22 successive periods of 25 years, unless terminated by Owners holding 75% of the votes in the  
23 Association.  
24

25 SECTION 7: Binding Effect.

26 By acceptance of a deed or acquiring any ownership interest in any Lot, each person or  
27 entity, for himself or itself, his or its heirs, personal representatives, successors, transferees and  
28 assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to  
29 all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter  
30 imposed by this Declaration and amendments thereof.  
31

32 SECTION 8: Captions.

33 All captions and titles used in this Declaration are intended solely for convenience or  
34 reference purposes only and in no way define, limit or describe the true intent and meaning of  
35 the provisions hereof.  
36  
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38

39 [BLANK SPACE IS INTENTIONAL]  
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IN WITNESS WHEREOF, the undersigned certify that at least 67% of the votes cast by Owners in an election that was finalized on April 29, 2022 approved this Declaration.

CANOA HILLS TOWNHOMES, INC.,  
an Arizona non-profit corporation

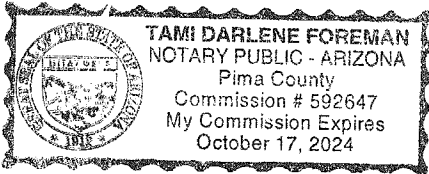
By: Richard Fitzpatrick  
Its: President

ATTEST:

By \_\_\_\_\_  
Secretary

STATE OF ARIZONA    )  
                                  ) ss:  
County of Pima        )

The foregoing instrument was acknowledged before me this 12 day of May, 2022, by Richard Fitzpatrick, President, of CANOA HILLS TOWNHOMES, INC., an Arizona non-profit corporation, on behalf of the corporation.



Tami Darlene Foreman  
Notary Public

STATE OF WASHINGTON    )  
                                  ) ss:  
County of Spokane        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2022, by Rhonda Jared, Secretary of CANOA HILLS TOWNHOMES, INC., an Arizona non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

1 IN WITNESS WHEREOF, the undersigned certify that at least 67% of the votes cast by  
2 Owners in an election that was finalized on April 29, 2022 approved this Declaration.

3  
4  
5 CANOA HILLS TOWNHOMES, INC.,  
6 an Arizona non-profit corporation

7  
8  
9 By: \_\_\_\_\_  
10 Its: President

11  
12 ATTEST:

13  
14 By Rhonda L. Jared  
15 Secretary  
16

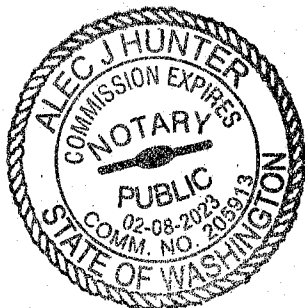
17  
18  
19 STATE OF ARIZONA )  
20 ) ss:  
21 County of Pima )  
22

23 The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2022, by  
24 Richard Fitzpatrick, President, of CANOA HILLS TOWNHOMES, INC., an Arizona non-profit  
25 corporation, on behalf of the corporation.

26  
27  
28 \_\_\_\_\_  
29 Notary Public

30  
31 STATE OF WASHINGTON )  
32 ) ss:  
33 County of Spokane )  
34

35  
36 The foregoing instrument was acknowledged before me this 12 day of May, 2022,  
37 by Rhonda Jared, Secretary of CANOA HILLS TOWNHOMES, INC., an Arizona non-profit  
38 corporation, on behalf of the corporation.



44 \_\_\_\_\_  
45 Notary Public