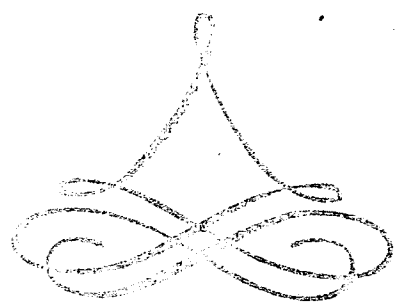


COVENANTS, CONDITIONS AND
RESTRICTIONS
And
BYLAWS
Of
GREEN VALLEY
COUNTRY CLUB VISTAS I
PROPERTY OWNERS' ASSOCIATION



The covenants, conditions and restrictions (CC&R's), along with the Bylaws, make a kind of Social Contract for the members of the CCVI Property Owners' Association. The rules and procedures they contain represent over thirty years of compromise and agreement struck by our neighbors and their predecessors in order to sustain property values and keep our neighborhood attractive, safe, pleasant, and friendly. These documents are, like the neighborhood itself, a work in progress. Continuing this work to the advantage of all of us takes careful attention to our common purposes and lots of active cooperation. If we use these documents in that spirit, our successors thirty years from now will enjoy what we have and more.

20260510419

02/20/2026 02:25 PM Page 1 of 4

eRECORDED IN OFFICIAL RECORDS OF PIMA COUNTY, AZ

Gabriella Cázares-Kelly, Recorder

When Recorded Mail/Deliver To:

Goldschmidt|Shupe, PLLC
7400 N. Oracle Rd., Suite 301
Tucson, AZ 85704

**CERTIFICATE OF FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
GREEN VALLEY COUNTRY CLUB VISTAS I
PROPERTY OWNERS' ASSOCIATION, INC.**

(Amends Sequence 20131150470)

RE: LOTS 1 THRU 229 OF GREEN VALLEY COUNTRY CLUB VISTAS, a
subdivision of Pima County, Arizona according to the plat thereof
recorded in Book 21 of Maps and Plats, at Page 47 in the office of
the County Recorder of Pima County, Arizona

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

**CERTIFICATE OF FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
GREEN VALLEY COUNTRY CLUB VISTAS I
PROPERTY OWNERS' ASSOCIATION, INC.**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Green Valley Country Club Vistas I Property Owners' Association, Inc. is hereby made by the requisite Members of the Association who are also Owners of Lots within the real property described as:

LOTS 1 THRU 229 OF GREEN VALLEY COUNTRY CLUB VISTAS, a subdivision of Pima County, Arizona according to the plat thereof recorded in Book 21 of Maps and Plats, at Page 47 in the office of the County Recorder of Pima County, Arizona (the "Property").

WHEREAS, the *Amended and Restated Declaration of Covenants, Conditions and Restrictions of Green Valley Country Club Vistas I Property Owners' Association, Inc.* (the "Declaration") was recorded on April 25, 2013, at Sequence 20131150470 records of Pima County, Arizona, amending, restating, replacing and superseding all previously recorded covenants, conditions and restrictions for the Property.

WHEREAS, Section E.5 of the Declaration requires "approval by the affirmative vote of members representing at least a majority of the total votes in the Association or two-thirds of those members voting on the matter."

WHEREAS, members representing at least a majority of the total votes in the Association or two-thirds of those members voting on the matter approved the following amendments to the Declaration as of January 17, 2026.

NOW, THEREFORE, the Declaration is hereby amended as follows:

SECTION A.1 of the Declaration is hereby DELETED and REPLACED with:

Each Lot shall be used for a single family residential purpose only and no building other than one (1) one-story single family residence shall be built, constructed, placed, or maintained on any Lot. The residence may include an attached storage room and an attached garage or carport, as well as attached and detached covered porches, including pergolas, gazebos, or similar permanent shade structures.

SECTION A.5 of the Declaration is hereby DELETED and REPLACED with:

No temporary house or other structure of a temporary buildings character (such as a house trailer, mobile home, tent, shack, detached garage, barn, or outbuilding) shall be built, constructed, placed, or maintained on any Lot. All buildings shall be new construction, and no building or other structures shall be moved onto any Lot from any other location. Covered porches, including pergolas, gazebos and similar shade structures, whether attached to or detached from the main residence, are not considered

temporary structures if permanently attached to the ground by concrete footings or a similar foundation. However, temporary structures necessary to new construction (including canvas used to shelter materials and equipment) may be erected and maintained during construction but shall be removed promptly upon completion of same.

IN WITNESS WHEREOF, the President and Secretary of the Green Valley Country Club Vistas I Property Owners' Association, Inc., an Arizona non-profit corporation, hereby certify that this amendment to the Declaration was approved by Members representing at least a majority of the total votes in the Association or two-thirds of those members voting on the matter as of January 17, 2026.

<<< THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK >>>

<<< Signatures ONLY to Follow >>>

GREEN VALLEY COUNTRY CLUB VISTAS I PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation

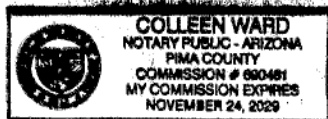
By: [Signature]
Gretchen Kabler, President

ATTEST:

By: [Signature]
Linda Berg, Secretary

STATE OF ARIZONA)
) ss:
County of Pima)

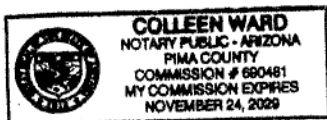
The foregoing instrument was subscribed, sworn, and acknowledged before me this 13th day of February 2026, by Gretchen Kabler, President of the GREEN VALLEY COUNTRY CLUB VISTAS I PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF ARIZONA)
) ss:
County of Pima)

The foregoing instrument was subscribed, sworn, and acknowledged before me this 13th day of February 2026, by Linda Berg, Secretary of the GREEN VALLEY COUNTRY CLUB VISTAS I PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation, on behalf of the corporation.



[Signature]
Notary Public

AZ CORPORATION COMMISSION
FILED

APR 12 2013

AZ CORP. Commission
04233544

FILE NO: 0092221-7
**ARTICLE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GREEN VALLEY COUNTRY CLUB VISTAS PROPERTY OWNERS' ASSOCIATION**

Pursuant to A.R.S. § 10-11006, Green Valley Country Club Vistas I Property Owners' Association, Inc. ("Corporation") adopts the following Article of Amendment to its Articles of Incorporation:

ARTICLE VIII, SECTION 1 shall be deleted in its entirety and replaced with the following:

SECTION 1: The affairs of this corporation shall be conducted by a Board of Directors consisting of seven (7) persons elected by the members of the corporation. Each Director will serve a term of two (2) years. Each regular election shall be held at the annual meeting of the corporation. Any vacancy on the Board of Directors occurring between regular elections shall be filled by a majority vote of the remaining members of the Board.

This Article of Amendment was duly adopted by the members at the Corporation's Annual Meeting held on the 26 day of January, 2013.

Green Valley Country Club Vistas I Property Owners' Association, Inc.,
an Arizona nonprofit corporation

Signature: Candace L. Plumlee

Printed Name: Candace L. Plumlee

Title: President, CCVI POA

Date: 30 March 2013

F. ANN RODRIGUEZ, RECORDER
Recorded By: MN
DEPUTY RECORDER
4913

MAIL
WENDY EHRLICH
9671 N HORIZON VISTA PL
ORO VALLEY AZ 85704



SEQUENCE: 20131150470
NO. PAGES: 14
ARSTR: 04/25/2013 8:09
MAIL
AMOUNT PAID: \$37.00

When recorded return to:
Wendy Ehrlich, Attorney PLLC
9671 N. Horizon Vista Place
Oro Valley, AZ 85704

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GREEN VALLEY COUNTRY CLUB VISTAS I
PROPERTY OWNERS' ASSOCIATION, INC.**

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Green Valley Country Club Vistas I Property Owners' Association, Inc. recorded at Docket 12750 at page 2358 in the official records of Pima County, Arizona (which superseded all previously recorded covenants, conditions and restrictions recorded at Docket 9936 at page 1466, Docket 11309 at page 243, Docket 11511 at page 2580, Docket 11757 at page 309, Docket 12026 at page 242, and Docket 12531 at page 1141, all in the official records of Pima County, Arizona) ("Current Declaration") binds the property legally described as follows:

LOTS 1 THRU 229 OF GREEN VALLEY COUNTRY CLUB VISTAS, a subdivision of Pima County, Arizona according to the plat thereof recorded in Book 21 of Maps and Plats at Page 47 in the office of the County Recorder of Pima County, Arizona ("Property").

WHEREAS, Section E (5) of the Current Declaration provides that its terms and provisions may be amended by members of Green Valley Country Club Vistas I Property Owners' Association ("Association") representing at least two-thirds (2/3) of the votes cast by a majority of the members.

NOW, THEREFORE, members representing at least two thirds (2/3) of the votes cast by a majority of the members affirmatively voted to approve the following amended and restated covenants, conditions and restrictions which shall supersede the Current Declaration and run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in or to any part of the Property.

DEFINITIONS

Association shall mean and refer to Green Valley Country Club Vistas I Property Owners' Association, Inc, an Arizona non-profit corporation, its successors and assigns.

Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, as defined herein, and shall include contract sellers and exclude contract purchasers, except in the case where the contract purchasers of record occupy the lot or are entitled to possession of the lot, in which case "owner" shall include the contract purchaser and exclude the contract sellers.

Lot shall mean and refer to any of the numbered plots of land together with the improvements located thereon as shown on the recorded plat of the properties of CCVI.

Green Valley Country Club Vistas, Green Valley Country Club Vistas I, and CCVI shall be synonymous and shall mean and refer to all the properties within the jurisdiction of the Association, together with all the residences, improvements, fixtures, and equipment constructed and placed thereon.

Plat shall mean and refer to the plat or subdivision map of Green Valley Country Club Vistas I, Lots 1 through 229, inclusive, County of Pima, State of Arizona, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 21 at page 47 thereof.

A. USE RESTRICTIONS

1. Single Family Residences Only

Each Lot ("Lot" shall refer to any separately numbered plot of land shown on the plat for the Property) shall be used for a single family residential purpose only and no building other than one (1) one-story single family residence shall be built, constructed, placed, or maintained on any Lot. The residence may include an attached storage room and an attached garage or carport.

2. Subdivision, Combination of Lots

No Lot shall be subdivided, resubdivided, or combined with another Lot.

3. Business Restrictions

No business shall be conducted on any Lot; provided however, a home occupation or workshop ("Activity") may be maintained on a Lot as long as it complies with the following:

- i. the existence or operation of the Activity is not apparent by sound, sight or smell from outside of the Lot;
- ii. the Activity conforms to all zoning requirements for the lot;
- iii. the Activity does not involve frequent or annoying traffic by persons coming on the Property who do not reside therein or door-to-door solicitation of residents in the subdivision;

iv. the Activity is consistent with the residential character of the subdivision and does not constitute a nuisance or hazard, nor threaten the security, safety or well being of other residents of the subdivision;

v. the Activity does not involve heavy equipment or machinery, manufacturing, drilling, burning, or conversion of any garage into a business office or room except with the prior written approval of the Board; and

vii. the Activity does not change the exterior appearance of the lot or involve sign buildings, or structures in addition to the residence.

4. Rentals

No room or rooms in any residence on a Lot may be rented or leased to others by the owner or owners thereof. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire Lot together with its improvements. Any owner who leases his Lot shall be required to provide in the lease that the terms of the lease shall be subject in all respects to the terms of this Declaration and that the failure of the lessee to comply therewith shall be a default of the lease. Upon the leasing of any Lot, the owner thereof shall provide the Association with written notice of the names and telephone numbers of the lessees.

5. Temporary Structures

No temporary house or other structure of a temporary buildings character (such as a house trailer, mobile home, tent, shack, detached garage, barn, or outbuilding) shall be built, constructed, placed, or maintained on any Lot. All buildings shall be new construction, and no building or other structures shall be moved onto any Lot from any other location. However, temporary structures necessary to new construction (including canvas used to shelter materials and equipment) may be erected and maintained during construction but shall be removed promptly upon completion of same.

6. Derricks, Drilling

No derrick or other structure used in boring for water, oil, or natural gas shall be erected, placed, or permitted upon any part of a lot, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted from a lot.

7. Advertising

No advertising signs (except one per Lot of not more than 576 square inches displaying the words "For Sale," or "For Rent," or "For Lease," or "Open House," or "Garage Sale", (collectively "Permitted Signs") billboards, or other similar objects shall be erected, placed, or permitted on any Lot or property. A Permitted Sign shall be removed not later than fifteen (15) days after an agreement for sale or rent has been executed or upon conclusion of the garage sale, as the case may be.

8. Concealed Tanks and Equipment

No elevated tanks of any kind shall be erected, placed, or permitted on any Lot. Any tanks used for any residence, including tanks for the storage of rainwater, gas, fuel oil,

gasoline, or oil, must be buried, walled in, or otherwise concealed from the view from neighboring lots, alleys, and streets. All evaporative coolers, heat pumps, solar collectors, air conditioning units, and like or similar equipment shall be installed only as approved by the Association's Architectural Committee ("Architectural Committee"). Clotheslines, service yards, woodpiles, storage piles, or other equipment shall be walled in or screened by adequate planting or other means to conceal them from the view from neighboring Lots, alleys, and streets.

9. Receivers, Antennas, Overhead Utilities, Solar Panels

No overhead utilities or antennas are allowed except for television and fixed wireless devices that are one (1) meter or less in diameter (collectively "Permitted Antennas"). Permitted Antennas shall be installed in the least conspicuous location on a Lot where an acceptable signal can be obtained. No solar energy device shall be erected or installed on any Lot without the prior written approval of the Architectural Committee.

10. Maintenance of Property

The improvements on any Lot and a Lot's landscaping must be kept in a well-maintained manner. If the Association's board of directors ("Board") determines that the condition of any Lot and/or the improvements thereon is detrimental to the general appearance of the neighborhood, the Association shall notify the owner of such Lot in writing of the offending condition(s) and the action(s) required to correct the condition(s). If the Lot owner fails to correct the violation within thirty (30) days after receiving such notice, the Association may take action to correct the offending condition without being deemed guilty of any trespass, and the cost of such corrective action shall become the responsibility of the breaching owner and collectible in the same manner as an assessment provided for herein.

11. Trash, Nuisances

All rubbish, trash and garbage shall be regularly removed from each Lot. Except when placed out for collection (and then only for such time as is reasonably necessary to affect such collection), trash and recycling containers shall be concealed by being kept below ground with their tops flush with the established grade or by walls, fences or other structures as are approved in writing by the Architectural Committee. No noise, condition, or activity shall exist on any Lot which is or may be offensive or detrimental to other occupants of the Property. The Board shall have the right to determine, in its sole discretion, whether any act or condition on a Lot constitutes a nuisance.

12. Animals, Pets

No animals, including but not limited to horses, livestock, poultry, or bees, shall be kept or maintained on any Lot; provided, however, that a reasonable number of dogs, cats, fish and other generally recognized household pets may be kept on a Lot so long as such pets are not kept for commercial purposes, do not make objectionable noises and are not kept in such number or manner as to otherwise cause a nuisance or inconvenience to any residents within the Property and are kept in compliance with all existing applicable local ordinances. Pet owners are responsible for cleaning up after their pets, whether on a Lot or within the walkways, streets, alleys and arroyos within the Property. The Board shall have the right to determine, in its sole discretion, whether certain household pets, their number, or the manner in which they are kept constitute a nuisance on a Lot or within the Properties and may require

the Lot's Owner to remove such pets from the Lot.

13. Age Restrictions

This Property qualifies under federal law as Housing for Older Persons. One occupant of each Lot must be at least fifty-five (55) years of age. This standard also applies to renters or lessees.

If the age-qualified occupant of a Lot dies and leaves the Lot to a surviving spouse or other cohabitant previously residing with the deceased, the Association shall permit the surviving spouse or cohabitant to remain an occupant of the Lot without violating this provision provided that the surviving spouse or cohabitant is at least forty-five (45) years of age and at least eighty percent (80%) of the Lots are occupied by one person fifty-five (55) years of age, or older.

No person under eighteen (18) years of age shall reside on any Lot more than a total of six (6) weeks in any twelve (12) month period.

14. Parking

Passenger vehicles (including, but not limited to golf carts and pick-up trucks) shall not be parked anywhere on a Lot other than in a garage or covered carport or on a paved driveway. No inoperable or unregistered vehicle shall be parked on the street or any portion of a Lot that is visible from neighboring Lots or the street. Recreational vehicles, trailers, motor homes, watercraft and/or similar equipment and vehicles shall be parked only within a garage or covered carport; provided, however, that visitors may park their recreational vehicles on their host's driveway or on the street adjacent to their host's Lot for a period not to exceed one (1) week or as otherwise approved in writing by the Association. Owners may park their RV on their driveway or street adjacent to their Lot to load or unload no more than one (1) week. Electrical cords to RVs must be covered or removed for safety. Commercial vehicles parked in connection with performing work on a Lot may be parked on a Lot or the street while such work is being performed. No overnight parking in an alley is permitted.

15. American Flags

Standard-sized American flags may be raised on any Lot if they are flown consistent with the Federal Flag Code (36 U.S.C. 173-176).

B. BUILDING REQUIREMENTS; REMODELING AND NEW CONSTRUCTION

1. Review of Plans and Specifications by Architectural Committee

No construction or exterior alteration, extension, or remodeling of any structure on any Lot (including, but not limited to, dwellings, fences, walls, sunshades, changes to the grade of any lot, or other improvements whether attached or detached from other structures) may be made or done until plans and specifications for the project have been submitted to and approved in writing by the Architectural Committee. Requests for architectural approval shall be submitted to the Chairperson of the Architectural Committee and shall consist of two (2) copies of plans and specifications which shall include a Lot/site plan showing the proposed location of the construction and plans and specifications showing its nature, kind, shape, materials, and color. Owners shall be responsible for complying with all municipal codes

applicable to the construction or the improvements including obtaining any necessary building permits, and approval prior to start of construction.

2. Review Process

(i) Limits on Period of Review. When the owner submits the plans and specifications to the Chairperson of the Architectural Committee, the owner will receive a written dated receipt. The Committee will mail or deliver written approval or disapproval within thirty (30) days of submission of properly completed plans.

(ii) Committee Considerations. The Architectural Committee will review the plan to ensure that it is complete and that the design, color scheme, materials, quality of construction are in harmony with the general surroundings and topography of the Lot, with other buildings and structures in the vicinity, and that it is in accord with all the provisions of these CC&Rs. The Committee shall make its determination reasonably and in good faith. The decision of the Committee shall be final. Neither the Association nor the Committee nor any of its members shall be responsible in any way for any defects in plans and specifications submitted or for any structure or improvement erected, placed, or maintained according to those plans and specifications.

(iii) Return of Plans. The Architectural Committee shall return one set of the plans and specifications, with its written approval or disapproval, within the thirty-day period specified above.

(iv) No Changes or Deviations. No changes or deviations from the plans and specifications as approved shall be made without the prior written consent of the Architectural Committee.

3. Time Limits for Completion

The construction, alteration, or remodeling of any building or structure on any Lot shall be pursued diligently from commencement to completion. Approval becomes null and void if work or construction does not start within one hundred eighty (180) days of approval. New construction of a residence shall be completed within two (2) years of the date the Architectural Committee approved the plans. For remodeling projects, additions, or home improvements, the time limit is one (1) year from the approval date on the plans.

4. Setbacks

No building shall be located on any Lot nearer than 20 feet to the front Lot line except for a Lot on a turnaround at the end of a cul-de-sac or a Lot with a similarly increased radius of its property line at the angle in the street, the minimum front yard required shall be not less than one-half the 20-foot setback specified above. Property owner of record shall be responsible for determining the location of lot lines.

No building on a Lot which is not a corner Lot shall be located nearer than eight (8) feet to a side Lot line.

No building on a Lot which is not a corner Lot shall be located nearer than seventeen

(17) feet to the rear Lot line.

No building on a corner Lot shall be located nearer than eighteen (18) feet to the side street line or nearer than ten (10) feet to the line of the adjoining alley.

For the purposes of this covenant, eaves, steps and open uncovered porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

5. Easements

Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may change the direction of the flow of drainage in the easements, or retard the flow of water through the drainage channels or swales in the easements. The easement area of each lot and all the improvements on it shall be maintained continuously by the owner of the lot.

6. Building Materials and Colors

All residences and exterior walls or fences shall be constructed of wood or masonry materials and finished with stucco, brick, slump block, or adobe. Wall or fence gates may be constructed of wrought iron or wood. Open lattice porches and their supporting members may be Aluma-wood or comparable material. Porches may have flat roofs if the top of the roof, or any part thereof cannot be seen from the ground. If the top of the roof can be seen, it must be tiled or enclosed by a parapet. The color of residences and walls must be approved by the Architectural Committee and shall be limited to white or earth tones, with house trim in earth tones or southwest colors. All materials used as flashing and visible from the ground must be painted the color of the house or adjacent trim.

7. Height of Buildings

No building or part thereof shall exceed fourteen (14) feet finished height design grade elevation for a flat-roof residence or fifteen (15) feet finished height design grade elevation for a pitched-roof residence. The height limit excludes a chimney. The height of the garage or carport opening shall not exceed eight (8) feet. Cut and fill shall be limited to a one (1) foot cut from the highest natural elevation of the lot. Fill shall not exceed highest elevation of the lot using only materials existing on the lot.

8. Parapets

A continuous parapet will be required on all flat-roof residences. It must be of such height as to conceal any superstructure on the roof from a view taken from the center line of the street on which the house fronts. The angle to measure the height of the parapet from the sides of the dwelling will be measured from the property line. The angle to measure the height of the parapet from the rear of the dwelling will be measured from the center line of the alley. A parapet of at least eighteen (18) inches will be required even if the roof area is void of protruding structures or appliances. Lawfully existing flat roof structures with non-conforming parapets may be given special consideration, on a case by case basis, regarding parapet design for a remodel/addition project.

9. Walls, Fences, Foliage

No wall or fence may be erected or maintained that is more than six (6) feet high, however, the wall or fence may be higher than six (6) feet, but no higher than nine (9) feet, if: at least seventy-five (75) percent of the area above six (6) feet in height is left unobstructed and open through the use of architectural elements, such as arches, columns, or wrought iron. No fence, wall, or other structure, and no hedge, shrub, or planting which obstructs sight lines at elevations between two (2) and six (6) feet above ground level shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded corner, from the intersection of extensions of the street lot lines. The same sight-line limits shall apply to any lot within ten (10) feet of the intersection of a street lot line with the edge of a driveway or alley pavement. No tree shall be placed or permitted to remain within such distance of such intersections unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines. There shall be no plantings in the area between the sidewalk and the street. All vegetation must be trimmed to provide adequate clearance for people walking on the sidewalk or vehicles driving in the street or alley.

10. Street Light

A street light, compatible with those currently existing in CCVI and in conformity with the Pima County Light Pollution Control ("Dark Skies") Ordinance, shall be installed adjacent to the street curb and maintained by the owner.

C. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership Defined

Membership in the Association shall be limited to Lot owners. An owner of a Lot shall automatically, upon becoming the owner of a Lot, become a member of the Association and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Ownership of a lot shall be the sole qualification and criterion for membership. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Membership in the Association shall not be transferred, pledged, or alienated in any way, except by the sale of a Lot, and then only to the purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and the Association shall not record the transfer upon the books of the Association. When the Association issues a new membership to a purchaser, the old membership outstanding in the name of the seller shall be automatically terminated with respect to the Lot transferred or conveyed.

Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to ownership of any Lot subject to assessment and may not be separated from such ownership.

2. One Lot - One Vote

Each member in good standing shall be entitled to one vote for each Lot owned, provided that if more than one member is the owner of a single Lot these joint owners shall be

entitled to one vote as they determine. Fractional votes shall not be recognized. Determination of quorum requirements and the number of votes cast or required to be cast to approve a particular measure or office shall be based on this one Lot-one vote rule.

3. Suspension of Voting Rights

In the event any owner is in arrears in the payment of any amount of the assessments due the Association, pursuant to any provision of this Declaration, for a period of thirty (30) days, that owner's right to vote as a member of the Association shall be suspended until all payments are brought current and all defaults are remedied.

D. COVENANT FOR ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments

The owner of any Lot, by acquiring ownership interest in it whether or not it shall be so expressed in the conveying document, is deemed to covenant and agree to pay to the Association assessments as authorized by the members of the Association. Such assessments shall be established and collected as provided herein.

The annual and special assessments, together with late fees and costs of collection including reasonable attorney's fees incurred, shall be a charge on the owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late fees and costs of collection, including reasonable attorney's fees incurred, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment fell due.

2. Purpose of Assessments

Assessments levied by the Association shall be used exclusively for the following purposes: Promoting the recreation, health, safety, and welfare of the residents of the Property; fulfilling any maintenance obligation which maybe deemed necessary by the Association for the common benefit of the owners, or for the maintenance of property values, or which may be incurred by virtue of the requirements of municipal, county, or other governmental authorities, or agreements with them; supporting the administrative expenses of the Association as authorized by the Board.

3. Establishing assessments

Each owner of a lot covenants for himself and his heirs, successors and assignees, that each lot shall be subject to assessment, in an amount equal to that determined by the Association, as permitted by this Declaration. The amount to be paid by the members of the Association shall be established annually by a majority vote of the members of the Association present in person, at an Annual or Special meeting of the Association. The members shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the payment dates of each annual assessment. Written notice of the annual assessment shall be sent to every owner of a lot subject to annual assessment. The assessment shall be payable to the Treasurer of the Association in person or at such bank or other place of payment as the Treasurer shall designate in writing. Annual and special assessments may be collected on an annual, monthly, or other basis as determined by the Board of Directors of the Association.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4. Special Assessments

In addition to the annual assessments authorized above, in any assessment year, the Association may levy a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements which is the obligation of the Association, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Association. Any such special assessment must gain the vote of two-thirds (2/3) of the members who are voting in person or by proxy on the matter at a meeting duly called for this purpose or at an annual meeting.

5. Notice and Quorum for Any Action Authorized Under Section 4

Written notice of any meeting called for the purpose of taking any action authorized in section 4 above, shall be sent to all members not less than twenty (20) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members, in person or by proxy, comprising sixty percent (60%) of all votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the quorum required at the preceding meeting. Any such subsequent meeting shall be held not more than fifty (50) days following the preceding meeting.

6. Consequences of Nonpayment of Assessments; Remedies of Association

Any assessment or installment thereof which is not paid within thirty (30) days after its due date shall be subject to a late fee of twenty-five (\$25.00). The Association may bring an action at law against the owner personally obligated to pay the assessment and/or foreclose the lien against the Lot. No owner may escape liability for assessment or penalty charges provided for herein by abandonment of his Lot. In addition, the owner shall pay to the Association its costs and reasonable attorney's fees incurred in the collection of the assessment.

7. Subordination of the Lien to the Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien evidenced by the first mortgage of record (including deed of trust). Sale or transfer of any Lot shall not affect the liens for said charges, except that sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract, shall extinguish the lien of such charges as to payments which became due prior to the obtaining title pursuant to such foreclosure or the taking of a deed in lieu thereof or cancellation or forfeiture of executory land sales contract. No sale, transfer, cancellation or forfeiture of executory land sales contract shall relieve such Lot from liability for any such charges thereafter becoming due or from the lien thereof. However, the extinguishments of any lien as described in this section shall not release the Lot owner from personal liability therefore.

8. **Notice to Mortgagee**

Upon request of a first mortgagee of any Lot, the Association shall report to such First Mortgagee any unpaid assessments or other defaults under the terms of this Declaration which are not cured by said mortgagee's mortgagor within thirty (30) days.

E. GENERAL PROVISIONS

1. **Enforcement**

The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Board may impose reasonable monetary penalties against an owner for any breach of this Declaration after providing the owner with written notice of the violation and an opportunity to be heard by the Board. Monetary penalties shall be due and payable within fifteen (15) days after an owner receives written notification of same and, if unpaid, shall be subject to a late fee of \$25.00. Monetary penalties and late fees therefore shall be collectible in the same manner as an assessment. In the event the Association employs an attorney for collection of any assessment, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, whether by suit or otherwise, each owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Association in addition to any other amounts due or any other relief or remedy obtained against said owner. Such attorneys' fees and costs shall be collectible in the same manner as an assessment.

However, within the response time-frame, the cited lot owner can request to present his side to the Board of Directors. Should an impasse still exist after the presentation, the issue must proceed to arbitration. The Arbitration Committee shall consist of three(3) members of the Association who are not members of the Board of Directors; one (1) member shall be chosen by the cited lot owner, one (1) member shall be chosen by the Board of Directors; one (1) member chosen by agreement of the cited lot owner and Board of Directors. The hearing shall be held within fifteen (15) days of the establishment of the Arbitration Committee. The arbitration decision is binding.

The Board of Directors shall notify, in writing, the Green Valley Community Coordinating Council Legal Committee of any impending arbitration hearing. If the decision of the Arbitration Committee is against the lot owner, the Committee will supply said lot owner a written notice of its decision. The lot owner must comply with the decision within thirty (30) days of the mailing date of the written notice and commence paying any fines imposed on that date. If compliance is not forthcoming, the Association may bring suit in a court of competent jurisdiction to enforce the provisions of this Declaration and, should it prevail, the court shall award it reasonable costs and attorney's fees.

2. **Mortgage Protection**

Notwithstanding anything to the contrary herein contained, no violation of the covenants, conditions, or restrictions shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of the Property.

3. **Severability**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way or manner affect any other provisions, which shall remain in full force and effect.

4. **No Waiver**

No delay or failure on part of the Association or any owners of any Lot or Lots in exercising any right, power or remedy provided for herein in the event of any breach of any of the covenants, conditions and restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone against the Association or any Lot owner or owners for or on account of its, his, or her delay in exercising or failure to or neglect to exercise any right power, or remedy provided for herein, or against the Association for imposing herein any provision, condition, restriction or covenant that maybe claimed to be unenforceable.

5. **Amendment**

The Association, having been duly organized for the purpose of governing and regulating the affairs of the Property shall have the right to enforce, regulate and from time to time modify, change, alter, and add to the provisions of this Declaration; provided, however, that any such modification, changes, alterations, and additions shall be made only by an instrument or instruments in writing executed by an authorized officer or officers of the Association and recorded in the office of the Pima County Recorder, Pima County, Arizona, and provided further that no modifications, change, alteration or addition to this Declaration shall be made except upon the approval by the affirmative vote of members representing at least a majority of the total votes in the Association or two-thirds of those members voting on the matter.

6. **Indemnification**

Every director and every officer of the Association and every member of the Board shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, provided that the Board shall determine, in good faith, that each officer or director did not act, fail to sit, or refuse to sit willfully or with gross negligence, or with fraudulent or criminal intent in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled, but shall not apply to the extent such liability, damage, or injury is covered by insurance of any type.

7. **Controlling Document**

In the event of any inconsistency between the terms of this Declaration and the Bylaws of the Association, the terms and provisions of this Declaration shall be controlling.

8. **Precedence of Laws**

These covenants, conditions, and restrictions are not intended to interfere with, abrogate, or annul any federal, state or county ordinance, rule, or other provision of law.

Where any of the provisions of this Declaration impose restrictions different from those imposed by another provisions of law, the more restrictive provisions shall control.

9. Term and Renewal of this Declaration

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless modified, changed, altered, or amended pursuant to the terms of section 5, above.

10. Headings

The headings of this document are inserted as a matter of convenience and reference only and in no way define, limit, or describe the scope or intent of this document or in anyway affect its terms and provisions.

11. Pronouns

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, and plural as the identity of the person or persons or entities my require.

12. Interpretation

Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Boards' construction and/or interpretation of the provisions of this Declaration shall be final, conclusive, and binding as to all persons and property benefited or bound hereby.

IN WITNESS WHEREOF, the undersigned certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Green Valley Country Club Vistas I Property Owners' Association, Inc. was approved by at least two-thirds (2/3) of the votes cast by a majority of the members.

