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HOME OWNERS HOA ASSOCIATION  
PO BOX 271  
GREEN VALLEY AZ 85622

## DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS (REVISED 2006)

Know all men by these presents:

That Green Valley Desert Meadows III, Inc., an Arizona corporation, in a successor to Trust number 6486T, dated November 26, 1973 established by Lawyers Title of Arizona and recorded in the office of Pima County Recorder, State of Arizona, in book 4648 at pages 506 thru 514 and as amended.

That Green Valley Desert Meadows III, Inc., ( indentified as Green Valley Desert Meadows III, lots 1-223, as recorded in the book of Maps and Plats, book 25 at page 73 in the office of the Recorder, Pima County, Arizona) does hereby certify and declare that it has established a Board of Directors and does hereby establish a general plan for the stability of owner-controlled property, and establishes the following conditions, restrictions and covenants to which said property shall be subject, all of which shall be binding upon and inure to the benefit of the present and future owners thereof, and which shall be impressed upon each part of said property as a servitude in favor of each and every part thereof.

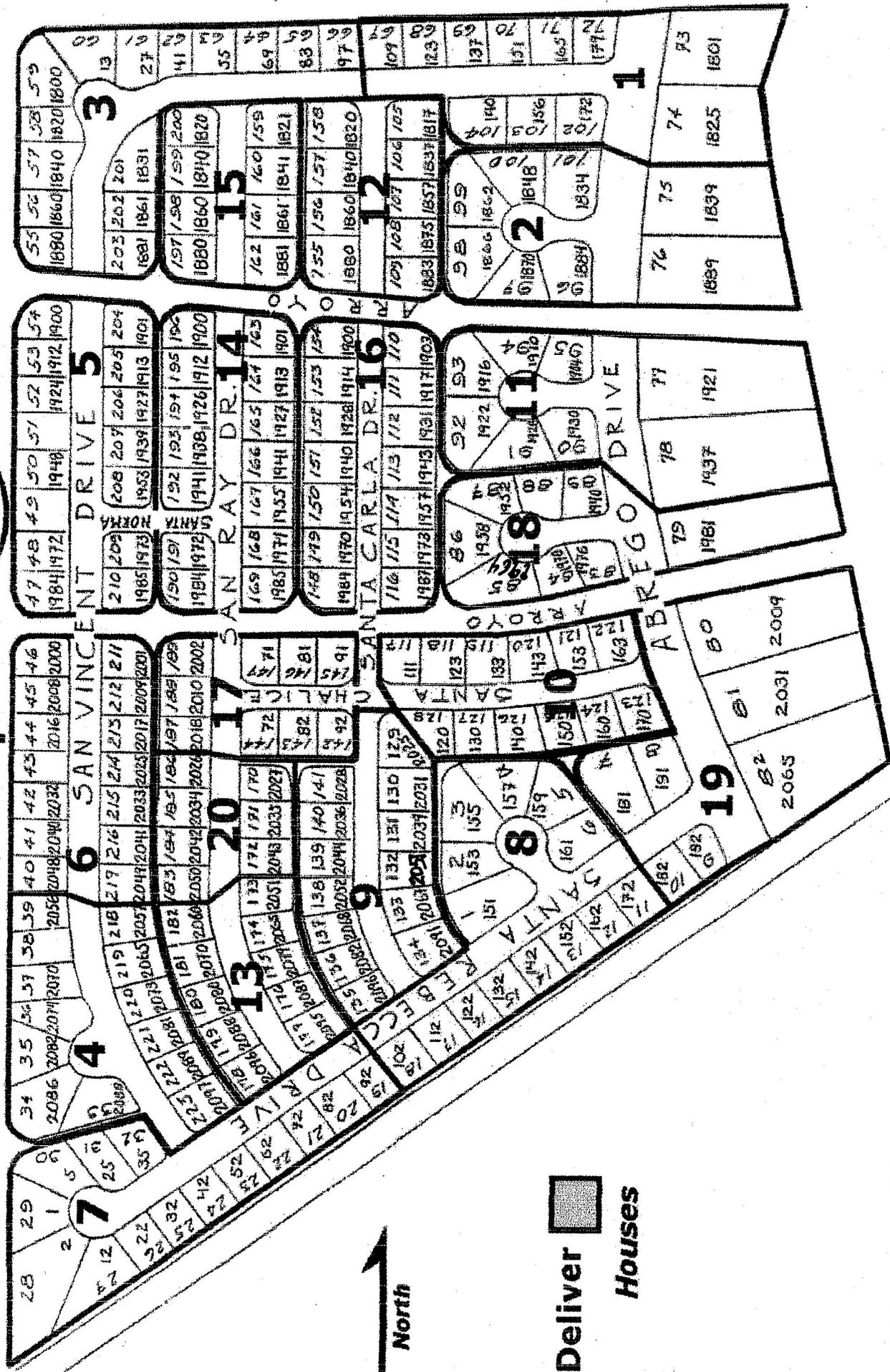
Whereas, pursuant to the provision of paragraph 19 and 26 of the conditions and restrictions, Green Valley Desert Meadows III, Inc., an Arizona Corporation hereby exercises its right pursuant to the Article XVI of the Articles of Incorporation as follows:

The original Declaration of Establishment of Conditions and Restrictions, dated November 26, 1973 and all amendments are hereby superceded by this revised edition of the Conditions and Restrictions.

Should any portion of these CC&Rs be in conflict with the Articles of Incorporation, the Articles take precedence.

Should any portion of these CC&Rs be in conflict with any Federal, State, or County law, the Federal, State or County law shall take precedence.

# Block Captain



# Desert Meadows III Streets & Lots

Drawn by - Louis C. Studer  
Architect - 1986

TABLE OF CONTENTS  
CC&Rs - DM III HOA

PARAGRAPH

- 1 USE OF LOTS
- 2 CONDUCTING BUSINESS ON ANY LOT OR IN RESIDENCE
- 3 RENTING ROOM(S), RESIDENCE
- 4 PARKING, STORAGE AND/OR ERECTING HOUSE TRAILERS,  
MOTOR HOME, TENT CAMPER, GARAGE, OUT-BUILDING  
AND/OR TEMPORARY HOUSE
- 5 CONSTRUCTING DERRICK OR SIMILAR STRUCTURE
- 6 BILLBOARDS, SIGNS, FLAGS, AND DOOR TO DOOR  
SOLICITATIONS
- 7 STORAGE TANKS
- 8 LAUNDRY-DRYING OUT OF DOORS
- 9 STORAGE OF EQUIPMENT, WOOD, RUBBISH, GARBAGE ON  
LOTS
- 10 WEEDS GROWING ON VACANT LOTS AND HOMEOWNER'S  
YARD
- 11 PLANTING TREES, SHRUBS-TRAFFIC HAZARD
- 12 PETS-DOGS, CATS, FARM AND WILD ANIMALS
- 13 LOT-SUBDIVIDED
- 14 BUILDING PLANS, REMODELING, WALL, FENCE,  
LANDSCAPING, SUN SHADES, AWNINGS, TV AND DISH

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ANTENNAS AND ARCHITECTURAL COMMITTEE

- 15 ZONING CODE "SET BACK" FOR BUILDING
- 16 HEIGHT OF BUILDING
- 17 MAINTENANCE AND REPAIR OF RESIDENTIAL SITES, PAINTING, STREET LIGHTS (LAMP POSTS)
- 18 DEAD OR JUNK AUTOMOBILES OR TRUCKS
- 19 ENFORCEMENT OF CC&Rs-ASSESSING FEES, COURT FEES, LIENS AND FORECLOSURE
- 20 PROTECTION OF PERSON(S) WHO SIGN THE CC&Rs
- 21 MODIFICATIONS AND AMENDMENTS TO CC&Rs
- 22 EASEMENTS FOR DRAINAGE OF FACILITIES
- 23 FEES-MEMBERSHIP GREEN VALLEY RECREATION, INC
- 24 INVALIDATION OF COVENANT OR RESTRICTION BY COURT
- 25 MEMBERSHIP IN DM III HOA, PAYMENT OF ASSESSMENTS
- 26 AGE RESTRICTION
- 27 LIFE (TIMETABLE) FOR CC&Rs

1. Lots 1 through 223 shall be used for resident purposes only, and no structure whatsoever other than a single-family residence shall be placed or maintained on any lot.

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

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

2. No business of any nature shall be conducted on any lot. Yard Sales, Garage Sales, Estate Sales, or similar sales of personal or household items will be permitted for a maximum of three (3) "sales" during any twelve (12) month period on any lot, and limited to three (3) days per sale. A homeowner may request a variance to this stipulation in writing, for the Board of Directors' consideration.

3. No room or rooms in any residence may be rented or leased to others by the owner or owners of any lot, nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

It shall be the responsibility of the homeowner of an aforementioned property to be leased or rented to provide a copy of the DMIII CC&Rs to current and prospective renters, leasees, or agent(s) acting on behalf of the homeowner in these said matters, in order that all parties concerned are informed and shall abide by the CC&Rs set forth in this document.

It shall also be the responsibility of the homeowner, or agent(s) acting on behalf of the homeowner in these said matters, to provide and maintain a means of timely communication between the Board of Directors and said homeowner, or their agent(s), either by telephone, or

personal mail delivery, in order to conduct any DMIII Homeowners' business. Post Office box numbers ALONE will not be considered as timely communication.

4. Parking of vehicles within the subdivision is limited to self propelled(motorized) wheeled vehicles NOT EXCEEDING 235 inches (19'7") except as authorized below. All other types of and sizes of vehicles, including but not limited to, tent trailers, house trailers, recreational vehicles, trucks, tractors(for 18 wheelers), are specifically prohibited.

Resident RV parking is authorized for five (5) days for loading, unloading and maintaining in any 30 day period.

Visitors may park an RV, trailer, etc. on DMIII streets for five (5) days if they are not considered a traffic or safety hazard by the local police, in any thirty(30) day period.

No temporary house, house trailer, Motor home, tent camper, garage, boat or out-building of any kind shall be placed or erected upon any part of said property.

Utility vehicle parking is allowed on a street or driveway if the resident is employed by a municipal utility and the vehicle is required to be available at the person's residence for emergency deployment for repair of maintenance of natural gas, electrical or water infrastructure as a condition of the person's employment.

5. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom.

6. No billboard or advertising signs of any character except Residential "For Sale", "For Rent" and "Keep this area clean" signs shall be erected, placed, permitted or maintained on any lot or any building erected thereon, other than a name plate of the occupant of the residence, provided the name plate receives approval from the Architectural committee. Approved signs shall not exceed 864 square inches(2X3 feet). Additional advertising such as banners, pennants, flags and lights are prohibited. "For Sale" signs will be removed on day

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after the close of escrow.

Two political signs will be permitted per lot. These signs are to be no more than 2X3 feet in size, and no more than 5 feet high, and shall not be installed more than forty-five(45) days prior to the election and shall be removed no more than seven(7) days after the election. Signs erected for a Primary election may remain if they continue to be valid for the General election.

As authorized by Arizona Statute(law), homeowners may display the American, Military, POW/MIA, Arizona State and Arizona Indian Nations flags. Flags will be displayed in a manner consistent with the Federal flag code.

There shall be no door-to-door solicitation permitted in this subdivision without the approval of the Board of Directors of DMIII Homeowners' Association.

7. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property and any tanks for use in connection with any residence constructed on said property, including tanks for storage of gas and fuel oil, gasoline or oil, must be buried or walled in to conceal them from neighboring lots, roads or streets.

8. The drying of laundry out of doors on the homeowner's property will be allowed only during morning hours before noon, Monday through Friday. No drying will be permitted out of doors on Saturdays, Sundays, State or National Holidays. The drying of swimming gear out of doors is restricted by the same rules. Only removable clotheslines and posts will be permitted. Both the lines and posts must be removed from sight by noon of the drying days as detailed above. All drying facilities are to be placed in the backyards and must be concealed from the street in front of the house as thoroughly as possible.

9. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious otherwise. No obnoxious or offensive activity shall be carried on upon any lot. Nor shall anything be done, placed, or stored thereon which may become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will,

or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at any time in view of any other lot or street, but shall be buried with its top flush with the established grade, or enclosed by an approved wall, fence or other structure.

Equipment, service yards, wood piles or storage piles shall be walled in or kept screened by adequate planting or other means in such manner as to conceal them from the view of neighboring lots, roads or streets.

10. When the Board of Directors decides that growing weeds in any vacant lot or homeowner's yard are detrimental to the general appearance of the subdivision and to the value of all properties therein, the owner will be notified by mail that the weeds will have to be removed. If the owner fails to remove the weeds within thirty(30)days after the notice is mailed, then the Homeowners' Association will have the weeds removed and bill the owner for the expenses involved. If the owner fails to pay for the expenses involved or refuses to do so, the Board of Directors is empowered to assert a lien against his or her lot and file on behalf of said Homeowners' Association a Notice of Lien with the office of the Recorder of Deeds of Pima County, State of Arizona, for the amount of such lien.

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

Mulberry, Eucalyptus, and female Olive trees will not be planted in DMIII. No tree, shrub, or other plant will be planted or replaced that has the potential of blocking a neighbor's view.

12. No animals classified as farm or wild, even though domesticated, will be permitted. This restriction shall not be construed, however, as prohibiting the keeping of ordinary, but not exotic, domestic pet animals or caged birds upon said property. Each domestic pet will be confined to the owner's property. Pets may be walked/exercised if restrained by a leash held by the owner. Voice control of obedience-trained pets is not permitted. Owners will insure that the feces of their pets is recovered, picked up, from all private property, streets,

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alleys, arroyos, and service roads, and is disposed of in a sanitary manner. Restrictions referencing the above are governed by Pima County Animal Control Center.

Any noise emanating from pets which constitutes a nuisance will not be allowed.

13. No lot may be subdivided or combined with another lot.

14. All buildings, wall, fence, coping or other structure whatsoever to be erected on or moved on or to any part of said property, and the proposed location thereof on any lot, and any remodeling, reconstruction, alteration or additions to any building or other structure on any lot in said property, shall be subject to approval in writing of the Architectural Committee. Installation of Evaporative coolers, Air Conditioning units, Awnings, sun shades and landscaping (trees) also require approval of the Architectural Committee.

No wall or fence shall extend more than five feet in height above the grade level of the lot, with exception of walls around swimming pools, which must be six feet in height.

Roof-mounted antennas shall not extend beyond four feet to their utmost element.

Dish antennas are limited to five feet in diameter and must be obscured from view.

Neighbors' written permission must be obtained and accompany the work request to the Architectural Committee.

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

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

The Architectural Committee shall either approve or

disapprove said plans and specifications within thirty (30) days from receipt thereof. One set of said plans and specifications with the Architectural Committee's or its agent's approval or disapproval endorsed thereon shall be delivered to the person submitting said plans and specifications by the Architectural Committee or agent; and the other copy thereof shall be retained by the Architectural Committee. If said Architectural Committee shall fail in writing to approve or disapprove of such plans and specifications within thirty (30) days after the delivery thereof to them, and action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived.

Said Architectural Committee shall have the right to disapprove any plans or specifications submitted to them as aforesaid if such plans and specifications are not in accordance with all of the provisions of this declaration and if, in the opinion of the Architectural Committee, the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, or if the plans and specifications are incomplete. Any decision of such Architectural Committee may be appealed to the Board of Directors

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

No residence placed or erected on any lot shall be occupied in any manner at any time prior to its being completed in accordance with approved plan. Nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein. However, during the actual construction or alteration of a building or buildings on any lot or block, necessary temporary buildings for storage of materials, etc., may be erected and maintained by the person doing such work.

Scrap materials from construction must be placed in dumpster, storage unit or covered.

The work of construction, altering or remodeling and building on any part of such property shall be completed within 180 days, followed up diligently from the commencement thereof until the

completion thereof.

The Architectural Committee should be composed of at least three(3) members appointed by, and subject to removal by, the Board of Directors of Green Valley Desert Meadows III, Inc., or its successor. Neither the members of the Committee, nor any designated representative thereof, should be entitled to any compensation for services performed pursuant to this covenant.

15. Any building or structure other than a wall or fence erected or placed on any lot shall be set back the following prescribed distance from lot lines.

- a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plan. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line except that on a turn-around at the end of a cul-de-sac or similar increased radii of this property line at the angle in the street; the minimum front yard required shall be no less than one-half of the 20 foot setback hereinbefore specified.
- b. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 17 feet to the rear lot line.
- c. For purposes of this covenant, eaves, steps and open porches shall not be considered as a 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.
- d. The Architectural Committee may approve variances from these setback requirements where special circumstances of the particular lot justify such exceptions.

16. Any building or structure erected or placed on any lot other than those lots lying within the flood plain as defined and controlled by laws and regulations of Pima County, Arizona shall be limited in height to fourteen (14) feet above average grade, and the top of floor slab of same shall not exceed twelve (12) inches above average grade.

"Average grade" herein shall be defined as that grade established by Fairfield Green Valley, Inc., as shown on the original plats of Fairfield Green Valley, Inc., and shall be determined at five (5) foot intervals and measured at a distance of five (5) feet from the exterior walls of the structure around the circumference of the entire structure.

17. The owner or owners of residential sites or portions of residential sites in said real property shall be responsible for the proper maintenance and repair of the exterior portions of dwelling constructed on said residential sites so as said dwelling shall not become in disrepair to the extent that same would be highly objectionable and constitute a nuisance.

Exterior maintenance, SUCH AS PAINTING, will be accomplished with ~~six~~<sup>17</sup> basic colors and ~~four~~<sup>11</sup> trim colors. All exterior painting requires approval of the Architectural Committee. Color samples may be obtained from the Committee. Any exceptions to the approved colors must be approved by the DMIII Board of Directors.

Streetside post-lights shared by two residences are to be maintained as follows: One residence owner provides electric power; the second residence owner provides routine upkeep of bulb, bulb socket, lens and light-sensitive switch; and both residence owners share the cost of more extensive repair and painting.

18. There shall be no major automobile or truck repairs or storage or parking of dead or junk automobiles or trucks, as same are customarily defined, on any lot, nor shall there be any storage of trailers on any lot. Storage of old cars will be permitted in an enclosed garage.

19. All provisions, conditions, restrictions and covenants herein will be enforced by Green Valley Desert Meadows III, Inc., or its successor. Any owner of property described herein, and any breach thereof, will be grounds for Green Valley Desert Meadows III, Inc., its successor, or property owner, to complain to any court of law having jurisdiction thereof for proper relief; and if relief be granted, the court may in its discretion award to the plaintiff in such action the reasonable expenses in prosecuting such suit, including attorney's fees

and damages.

A penalty fine or injunction may be imposed for any violations determined by the Board. The Board may assess a fine up to a maximum of \$50.00 per week as long as the violation is continued.

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

20. The person(s) signing this document and all future signees, by delay or omission in exercising any right, power or remedy, provided for in the event of any breach of any of the restrictions and covenants herein, shall not be construed as a waiver thereof or acquiescence therein; and no right of action will accrue nor will any action be brought or maintained by anyone against the undersigned, their successors or assigns, for their failure or neglect to exercise any right, power or remedy herein, or for enforcing CC&Rs which may be unenforceable.

21. Green Valley Desert Meadows III, Inc., or its successor, shall have the right from time to time pursuant to the provisions of the Articles of Incorporation, to make all reasonable and necessary modifications with respect to the covenants and restrictions herein contained, provided, however, that any subject modification shall be made only by an instrument in writing, signed by the officers of said corporation, and recorded in the Office of the Recorder of Pima County, Arizona.

These Conditions and Restrictions may be amended or modified at a regular or special meeting of the Corporation by approval of a majority of those members exercising their right to vote in person or by proxy, provided that all amendments are consistent with Articles of Incorporation.

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

23. Green Valley Recreation, Inc., a non-profit corporation organized under the laws of the State of Arizona, has been formed for the purpose of establishing and maintaining facilities and services for social and recreational activities and for the preservation and promotion of health, safety and welfare in the Fairfield Green Valley Development, of which this subdivision is a part.

Each owner of a lot, his heirs, successors and assigns shall be and remain by virtue of such ownership, a member of Green Valley Recreation, Inc., successor to Fairfield Green Valley Community Club, and shall be obligated to pay membership dues, assessments and operating expenses and capital improvements as may be imposed by the Club in accordance with its by-laws. There is hereby created a lien, with power of sale, on each lot to secure payment of the aforesaid membership, assessments, pursuant to the terms hereof, provided that no action shall be brought to foreclose such lien or proceed under the power of sale less than thirty (30) days after a notice of claim of lien is mailed to the owner of such lot, and a copy thereof is recorded in the Office of the Recorder in the County of Pima, State of Arizona.

Green Valley Desert Meadows III, Inc., shall have no right to amend Paragraph 23 with regards to its membership requirements in Green Valley Recreation, Inc., as successor to Fairfield Green Valley Community Club, an Arizona Corporation.

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

25. The property owners in Green Valley Desert Meadows III,

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Inc., an Arizona Corporation, a property owners association for governing and regulating the affairs of the subdivision, the same have been approved by Lawyers Title of Arizona, an Arizona Corporation, is hereby granted the right to enforce, regulate and modify the restrictions in connection with said subdivision, pursuant to the Articles of Incorporation and By-laws of said association.

Every purchaser of a lot within this subdivision, by the payment of the purchase price and acceptance of a deed therefor, shall thereby become a member of GREEN VALLEY DESERT MEADOWS III HOMEOWNERS' ASSOCIATION, WHICH MAY BE AN INCORPORATED OR AN UNINCORPORATED BODY. Said Association, when organized, shall hold title to such passageways, easements, drives, streets, avenues, roads, courts, parks and facilities in GREEN VALLEY DESERT MEADOWS III as may be conveyed to said Association by the undersigned.

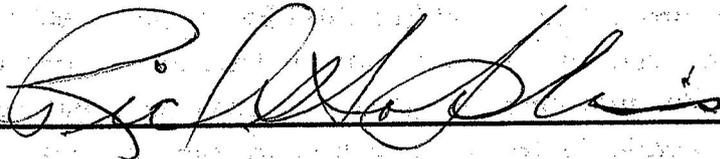
All Individual lot owners and members of their immediate family or their legal tenants in any GREEN VALLEY DESERT MEADOWS III subdivision which may hereafter be recorded, shall be entitled and have the right to use all said passageways, easements, drives, avenues, roads, courts, parks and facilities, subject, however, to such rules and regulations governing said use as may be set forth in the By-laws of said HOMEOWNERS' ASSOCIATION, and provided, however, that if at any time title to any lot in a GREEN VALLEY DESERT MEADOWS III subdivision is conveyed to a corporation, a trustee, a partnership, or to more than two individual persons, then the privileges and benefits herein granted shall be available to only one stockholder or said corporation and family, or Trustee and his family, or partner and his family and to more than two individual owners of a lot and one of the families.

Each purchaser of a lot, by the payment of the purchase price and acceptance of a deed therefor, further agrees for himself, his heirs and assigns, to pay to the said Association the assessments levied by the said Association for the purpose and purposes for which it is organized, the amount of said assessment not to exceed \$15.00 per year unless said amount is changed by a majority of the members of said Association present at any legally called meeting, said assessments to be payable to the treasurer of said Association at such bank or trust company as he shall designate, or other place of payment as shall be designated in writing by the treasurer of said Association. In the

event of default in payment of aforesaid assessment, every such purchaser further agrees, authorizes and empowers the said Association, its officers, successors and assigns to assert a lien against his or her lot and to file on behalf of said Association a Notice of Lien with the Office of the Recorder of Deeds of Pima County, Arizona, for the amount of such lien.

26. No person under the age of fifty-five (55) years shall reside upon any lot unless there is also residing upon said lot a person of fifty-five (55) years of age or older. No person under eighteen (18) years shall reside on any lot for a period in excess of four (4) weeks. The Board of Directors may extend this limitation within established guidelines. Age restrictions also apply to long or short term renters or lessees.

27. The aforesaid new and additional provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the owners of record of the lots in said subdivision it is agreed to change the said covenants in whole or in part

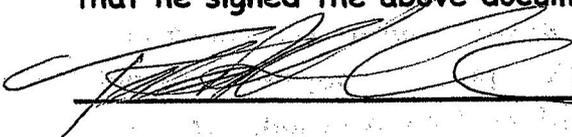
By 

PRESIDENT, GREEN VALLEY DM III, INC.

State of Arizona )

County of Pima ) ss.

On this 13<sup>th</sup> day of November, 2006,  
Richard Hopkins personally appeared before me, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he signed the above document



Notary P

