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IDA MAE SMYTH
County Recorder

TRANSAMERICA TITLE INSURANCE COMPANY

By: *Judith Wilson*
Deputy

Fee: \$1.00

FORM 618

110719
No. 4652-148-156
1973-DEC-3 5:58 AM 9-26
Request: *Judith Wilson*
Fee: \$1.00

Transamerica-Trust Dept.

This document is being re-recorded to show additional signature.

REVISED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR VILLAGE GREEN

THIS DECLARATION is made this 30th day of November 1973, by P.A.T. HOMES, INC., 7301 East 22nd Street, Tucson, Arizona, hereinafter called "Declarant", as present owner of the second beneficial interest in Transamerica Title Company, Trusts Numbers 6413, 6414 and 6431, being properly authorized so to act by terms of the Trusts, and TRANSAMERICA TITLE COMPANY, 177 North Church Avenue, Tucson, Arizona, as Trustee thereunder, hereinafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiary - "Declarant", executes this Declaration of Reservations, Covenants, Conditions, and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth; and

Lots 1 through 113, inclusive, of VILLAGE GREEN according to the plat of record in the Office of County Recorder of Pima County, Arizona in Book 24 of Maps, Page 24 which is more particularly described as all of that portion of the northwest quarter of Section 23 in T-14-S of R-15-E, G.&S.R.B.&M., Pima County, Arizona, more particularly described as follows to wit:

Beginning at the southeast corner of said northwest quarter of Section 23, said point being the true point of beginning, run thence S 89° 53' 36" W along the south line of said northwest quarter of Section 23 a distance of 1314.03 feet to a point,
 thence N 0° 09' 37" W a distance of 698.77 feet to a point;
 thence N 89° 53' 08" E a distance of 415.00 feet to a point;
 thence N 0° 09' 37" W a distance of 132.00 feet to a point;
 thence N 61° 04' 22" E a distance of 80.60 feet to a point on a curve at which point the radius bears N 53° 49' 00" E;
 thence northwesterly along the arc of a 772.17 foot radius curve to the right a distance of 191.32 feet to a point where the radius bears N 68° 00' 48" E;
 thence S 89° 53' 00" W a distance of 191.35 feet to a point;
 thence N 0° 09' 37" W a distance of 207.21 feet to a point;
 thence S 89° 53' 08" W a distance of 151.00 feet to a point;
 thence N 0° 06' 52" W a distance of 132.00 feet to a point;

thence S 11° 19' 09" E a distance of 189.45 feet to a point;
thence S 32° 13' 33" E a distance of 49.48 feet to a point;
thence N 59° 37' 43" E a distance of 59.34 feet to a point;
thence N 89° 50' 23" E a distance of 147.89 feet to a point;
thence S 0° 09' 37" E a distance of 73.79 feet to a point of curvature;
thence southeasterly along the arc of a 712.17 foot radius curve to the left a distance of 133.64 feet to a point where the radius bears N 79° 05' 17" E;
thence N 86° 08' 53" E a distance of 119.76 feet to a point;
thence S 0° 09' 37" E a distance of 257.21 feet to a point;
thence N 89° 53' 08" E a distance of 579.09 feet to a point;
thence N 0° 09' 37" W a distance of 446.47 feet to a point on a curve where the radius bears S 48° 01' 21" W;
thence southeasterly along the arc of a 1380.67 foot radius curve to the right a distance of 199.51 feet to a point of tangency;
thence S 33° 41' 53" E a distance of 151.16 feet to a point
thence S 0° 08' 22" E a distance of 1104.46 feet to the true point of beginning.

Further described as VILLAGE, GREEN Lots 1 through 113, Lots 112 and 113 being common area,

and desiring to establish the nature of the use and enjoyment of said property does hereby declare that the following conditions, restrictions and stipulations shall apply to all of the above lots, and does further declare that all conveyance of these lots shall be made subject to the following conditions, restrictions, and stipulations;

1. No trailer shall be used as residence, temporarily or permanently.
2. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision (or street if the subdivision contains private streets) in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.
3. No hogs, goats, horses, cows, sheep, poultry, pigeons, or rabbits shall be kept on any of said property; provided, however, that nothing in this restriction shall be construed as preventing or in anyway interfering with the keeping of ordinary pet animals.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. During the construction and sales period, appropriate signs may be erected as required by owner.
6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the VILLAGE GREEN HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Recreation building, swimming pool, tennis courts, and common open spaces (Lots 112 and 113) as recorded in the Book of Maps No. 24, Page 24, in the office of the Pima County Recorder.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to P.A.T. HOMES, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Responsibility of the Common Area. The Homeowners Association will assume responsibility of liability, safety, maintenance and control of the common areas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever, occurs earlier;

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1975

ARTICLE IV

EXTERIOR MAINTENANCE

Section 1. By Association. In addition to maintenance upon the Common Area, the Association, through its Board of Directors and appointees, shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior building surfaces, common facilities, grass areas, bookkeeping and accounting functions, and collection of monthly maintenance fees and numerous matters. Such exterior maintenance shall not include roofs or glass surfaces.

Section 2. Necessitated by Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and

(2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership 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 required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance

of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

PARTY WALLS

The rights and duties of the Owners of homes within this project with respect to party walls shall be governed by the following:

- (a) Each wall, including patio walls, which is constructed as part of the original construction of the multi-family structure, any part of which is placed on the dividing line between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- (b) In the event any such party wall is damaged or destroyed through the willful or negligent act of one adjoining owner or members of this household so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.
- (c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners or members of his household as covered in (b) above (including ordinary wear and tear and deterioration from lapse of time) then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly and shall share the expense of such rebuilding or repair in ratio proportionate to the use which each receives from said party wall.
- (d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- (e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances any Owner proposing to modify, make additions to, or rebuild his home in any manner which requires the extension or the alteration of any party wall shall first obtain the written consent of the adjoining Owner.
- (g) In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Pima County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.
- (h) These covenants shall be binding upon the heirs and assigns of any Owner, but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Book 3742, Page 61, Book 3742, Page 65, and Book 3797, Page 307 (subsequently re-recorded in Book 3906, Page 282) of the land records of Pima County, ARIZONA, may be annexed by the Declarant without the consent of members within three (3) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them, and provided that no more than 73 units shall be added. The total area (restricted to 182 residential units) is shown on Appendix A.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Natural Vegetation. The area south of excluded parcel "A" within the 80' building setback line, will remain as natural vegetation.

After the date hereof, each party who acquires any interest in all or part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions, and restrictions contained herein.

IN WITNESS WHEREOF, P.A.T. HOMES, INC., an Arizona corporation, has caused its corporate name and seal to be hereunto affixed by its officers hereunto duly authorized this 30th day of November 1973.

P.A.T. HOMES, INC., an Arizona corporation as Second Beneficiary under Trusts Numbers 6413, 6414, and 6431 duly authorized

BY: J. William Mandelbaum
J. William Mandelbaum, President

COUNTY OF PIMA
STATE OF ARIZONA

Signed and subscribed before me, this 30th day of November 1973
by J. William Mandelbaum

J. William Mandelbaum
Notary Public

My Commission Expires July 21, 1975

RATIFIED AND APPROVED:

TRANSAMERICA TITLE COMPANY, as Trustee,
solely as bare legal title holder, and
not personally.

BY: J. William Mandelbaum
TRUSTEE OFFICER

STATE OF ARIZONA
 COUNTY OF PIMA
 I hereby certify that the within
 instrument was filed for record
 in the County, State of Arizona
 on this day of July, 1974

No. 51981
 4793
 478-485

80976 JUL-21-PM-2 1974

Date: _____
 Request of: P.A.T. Homes
 Fee: 2.50

Accepted
 Deputy

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
VILLAGE GREEN
LOTS 114 THROUGH 186

THIS DECLARATION is made this 21st day of June, 1974 by P.A.T. HOMES, INC., 7301 East 22nd Street, Tucson, Arizona, hereinafter called "Declarant", as present owner of the second beneficial interest in Transamerica Title Company, Trusts Numbers 6413, 6414, and 6431, being properly authorized so to act by terms of the Trusts, and TRANSAMERICA TITLE COMPANY, 177 North Church Avenue, Tucson, Arizona, as Trustee thereunder, hereinafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiary - "Declarant", executes this Declaration of Reservations, Covenants, Conditions, and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth; and

Lots 114 through 186, inclusive, of VILLAGE GREEN according to the plat of record in the Office of County Recorder of Pima County, Arizona in Book 26 of Maps, Page 45 which is more particularly described as all of that portion of the northwest quarter of Section 23 in T-14-S of R-15-E, G. & S. R. B. & M., Pima County, Arizona, more particularly described as follows to wit:

Beginning at the southeast corner of said northwest quarter of Section 23 run thence S 89° 53' 36" W along the south line of said northwest quarter of Section 23 a distance of 1314.03 feet to the southwest corner of the southeast quarter of the northwest quarter of Section 23;

thence N 0° 09' 37" W along the west line of said southeast quarter of the northwest quarter of Section 23 a distance of 1323.77 to the southeast corner of the southeast quarter of the northwest quarter of the northwest quarter of Section 23;

thence S 89° 53' 08" W along the south line of said southeast quarter of the northwest quarter of the northwest quarter of Section 23 a distance of 151.00 feet to a point, said point being the true point of beginning;

thence continue S 89° 53' 08" W along the south line of said southeast quarter of the northwest quarter of the northwest quarter of Section 23 a distance of 506.26 feet to the southwest corner of said southeast quarter of the northwest quarter of the northwest quarter of Section 23;

thence N 0° 10' 14" W along the west line of said southeast quarter of the northwest quarter of the northwest quarter of Section 23 a distance of 661.84 feet to the northwest corner of said southeast quarter of the northwest quarter of the northwest quarter of Section 23;

thence N 89° 52' 55" E along the north line of said southeast quarter of the northwest quarter of the northwest quarter of Section 23 a distance of 657.38 feet to the southwest corner of the northwest quarter of the northeast quarter of the northwest quarter of Section 23;

thence N 0° 09' 37" W along the west line of said northwest quarter of the northeast quarter of the northwest quarter of Section 23 a distance of 430.96 feet to a point in the south-westerly right of way line of Old Spanish Trail, said Old Spanish Trail being on record in the Office of the County Recorder of Pima County, Arizona in Book 5 of Road Maps at Page 18 thereof;

thence S 55° 02' 11" E along the southwesterly right of way line of Old Spanish Trail a distance of 391.21 feet to a point of curvature; thence continue along the southwesterly right of way line of Old Spanish Trail southeasterly around a curve to the right whose radius is 1392.55 (1392.39 Record) a distance of 273.34 feet to a point of tangency; thence S 43° 47' 24" E along said southwesterly right of way line a distance of 4.65 feet to a point; thence S 0° 09' 37" E a distance of 811.74 feet to a point; thence S 86° 08' 53" W along a northerly line of Village Green Lots 1 thru 113 a subdivision of record in the office of the County Recorder of Pima County, Arizona in Book 24 of Maps and Plats at Page 24 thereof a distance of 119.76 feet to a point in a curve of the easterly right of way line of Desert Vista Drive as shown on said map or plat of Village Green; thence northerly around said curve to the right whose radius is 712.17 a distance of 133.64 feet to a point of tangency; thence N 0° 09' 37" W a distance of 73.79 feet to a point; thence S 89° 50' 23" W a distance of 147.89 feet to a point; thence S 59° 37' 43" W a distance of 59.34 feet to a point; thence N 32° 13' 33" W a distance of 49.48 feet to a point; thence N 11° 19' 09" W a distance of 189.45 feet to a point; thence S 71° 24' 38" W a distance of 183.98 feet to a point; thence S 54° 00' 30" W a distance of 138.42 feet to a point; thence S 0° 06' 52" E a distance of 132.00 feet to a point, said point being the true point of beginning, said Phase 2 containing 19.42 acres.

Further described as VILLAGE GREEN Lots 114 through 186, Lots 185 and 186 being common area,

and desiring to establish the nature of the use and enjoyment of said property does hereby declare that the following conditions, restrictions and stipulations shall apply to all of the above lots, and does further declare that all conveyance of these lots shall be made subject to the following conditions, restrictions, and stipulations;

1. No trailer shall be used as residence, temporarily or permanently.
2. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision (or street if the subdivision contains private streets) in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.
3. No hogs, goats, horses, cows, sheep, poultry, pigeons, or rabbits shall be kept on any of said property; provided, however, that nothing in this restriction shall be construed as preventing or in anyway interfering with the keeping of ordinary pet animals.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. During the construction and sales period, appropriate signs may be erected as required by owner.
6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the VILLAGE GREEN HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Recreation building, swimming pool, tennis courts, and common open spaces (Lots 112 and 113) as recorded in the Book of Maps No. 24, Page 24, in the office of the Pima County Recorder and (Lots 185 & 186) as common open spaces as recorded in the Book of Maps

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to P.A.T. HOMES, INC. its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Responsibility of the Common Area. The Homeowners Association will assume responsibility of liability, safety maintenance and control of the common areas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1975

ARTICLE IV

EXTERIOR MAINTENANCE

Section 1. By Association. In addition to maintenance upon the Common Area, the Association, through its Board of Directors and appointees, shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior building surfaces, common facilities, grass areas, bookkeeping and accounting functions, and collection of monthly maintenance fees and numerous matters. Such exterior maintenance shall not include roofs or glass surfaces.

Section 2. Necessitated by Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and

(2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership 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 required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance

of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

PARTY WALLS

The rights and duties of the Owners of homes within this project with respect to party walls shall be governed by the following:

- (a) Each wall, including patio walls, which is constructed as part of the original construction of the multi-family structure, any part of which is placed on the dividing line between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- (b) In the event any such party wall is damaged or destroyed through the willful or negligent act of one adjoining owner or members of this household so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.
- (c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners or members of his household as covered in (b) above (including ordinary wear and tear and deterioration from lapse of time) then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly and shall share the expense of such rebuilding or repair in ratio proportionate to the use which each receives from said party wall.
- (d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- (e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances any Owner proposing to modify, make additions to, or rebuild his home in any manner which requires the extension or the alteration of any party wall shall first obtain the written consent of the adjoining Owner.
- (g) In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Pima County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.
- (h) These covenants shall be binding upon the heirs and assigns of any Owner, but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

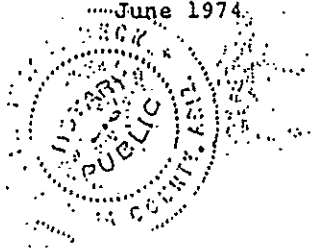
Section 4. Annexation. Additional land within the area described in Book 3742, Page 61, Book 3742, Page 65, and Book 3797, Page 307 (subsequently re-recorded in Book 3906, Page 282) of the land records of Pima County, Arizona, may be annexed by the Declarant without the consent of members within three (3) years of the date of this instrument provided that the FWA and VA determine that the annexation is in accord with the general plan heretofore approved by them, and provided that no more than 73 units shall be added. The total area (restricted to 182 residential units) is shown on Appendix A.

Section 5. FWA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Natural Vegetation. The area south of excluded parcel "A" within the 80' building setback line, will remain as natural vegetation.

After the date hereof, each party who acquires any interest in all or part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions, and restrictions contained herein.

IN WITNESS WHEREOF, P.A.T. HOMES, INC., an Arizona corporation, has caused its corporate name and seal to be hereunto affixed by its officers hereunto duly authorized this 21st day of June 1974.



P.A.T. HOMES, INC., an Arizona corporation as Second Beneficiary under Trusts Numbers 6413, 6414, and 6431 duly authorized

BY Stanley P. Abrams, President

COUNTY OF PINA
STATE OF ARIZONA

Signed and subscribed before me, this 21ST day of June, 1974/
by Stanley P. Abrams

Virginia F. Beck
Notary Public

My Commission Expires April 7, 1976