

**Green Valley Fairways Property Owners Association  
Declaration of the Establishments of  
Covenants, Conditions and Restrictions  
(CC&Rs)  
2011**

This document replaces the previously written CC&Rs and their amendments. It will become legal and binding and supersede/cancel in entirety all previously written/dated CC&Rs with all their amendments immediately after it is filed with the Office of the Recorder, Pima County, Arizona.

The property owners in Green Valley Fairways who are the owners of the following described real estate situated Pima County, State of Arizona:

- Green Valley Fairways Lots 1 through 235 inclusive, as recorded in the Book of Maps and Plats, Book 16, Page 94, Pima County Recorder;
- Lots 237 through 474 inclusive, as recorded in the Book of Maps and Plats, Book 17, Page 97, Pima County Recorder;
- Lots 475 through 763 inclusive, as recorded in the Book of Maps and Plats, Book 18, Page 51, Pima County Recorder;

shall from now on be known as Green Valley Fairways Property Owners Association (GVFPOA).

The Property will be held, sold and conveyed subject to the following assessments, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

These CC&Rs will run with the Property and will bind all parties having or acquiring any right, title or interest in the Property and inure to the benefit of each such party.

**I. The Nature and Purpose of the CC&Rs:**

**The CC&Rs shall be binding:**

- a.** The CC&Rs are binding on all the properties in the Green Valley Fairways subdivisions, regardless of who owns the property.
- b.** If a property owner commits a breach of the CC&Rs, he/she will be notified by GVFPOA in writing. The letter will include:
  - Which CC&R has been violated;
  - The date of the violation;
  - The first and last name of a witness;
  - The process the member must follow to contest the notice, i.e. either attend the next meeting to show why he/she should not be penalized, or send written testimony for the same purpose to the Board.
- c.** The Board will, at that time, vote on the issue.
- d.** If the owner is found in violation, he/she will be sent by mail a notice setting forth the amount of the fine.

- e. If a fine is levied against the property owner and he/she refuses to pay the fine, legal action may be taken against him/her.
- f. If a property owner is found in violation of the CC&Rs, he/she will be held responsible for all legal fees arising from the enforcement of the CC&R violation against him/her. If the property owner is not found in violation, he/she will not be held responsible for the GVFPOA's legal costs.
- g. All fines for violations against any or all of these CC&Rs shall be determined by the Board of Directors.
- h. Sellers are obliged to disclose to buyers any improvements or changes to the property that may be in violation of the CC&Rs.
- i. The GVFPOA has the right to take legal action against the buyer for apparent violations at the time of the sale.

**No rights or waivers against GVFPOA:**

- a. If the GVFPOA or any homeowner in the Green Valley Fairways subdivision fails to act in a timely manner or fails to act at all with regard to carrying out any right, power, or remedy that is provided in the CC&Rs, the failure cannot be construed as a waiver.
- b. No person has any right to file any action against the Board, the Association, or any Owner as a result of their negligence or refusal to exercise any right of enforcement.

**CC&Rs in effect:**

- a. These CC&Rs shall be in effect as of the date they are recorded with Pima County.
- b. In order to amend the CC&Rs, there must be a majority vote of the owners' ballots that are returned.

**II. Membership in the Association:**

**The purchaser shall become a member of the Association:**

- a. Anyone who acquires the deed to a lot within the Green Valley Fairways subdivisions automatically becomes a member of the GVFPOA.
- b. As a member of the GVFPOA, under Arizona Law, by accepting a deed to property in the Green Valley Fairways, the member is contractually bound to abide by the Green Valley Fairways CC&Rs, including assessments and charges.

**Members must pay assessments levied by the Association:**

- a. Every member of the GVFPOA has to pay the annual membership fee. The amount of the fee is determined by a majority of returned mail-in ballots.
- b. Each member will be billed by mail by March 1 of each year. The monies are due by April 30. They are considered past due on May 1 and a late fee will be imposed. Late fees will be charged in accordance to the Arizona Revised Statutes, Chapter 16: Arizona Planned Communities Act.
- c. If the property owner refuses to pay, GVFPOA may take legal action against the property owner.
- d. If the association is forced to pursue legal action, the property owner will also be liable for the costs associated with such action, including court costs and attorney fees.

**Owner's change-of-address responsibilities:**

Each owner must provide GVFPOA of the owner's change of address within 30 days.

**III. Businesses:****No home business shall be a neighborhood nuisance:**

Home businesses may be conducted provided that:

- a. The business and its customers cannot be deemed a neighborhood nuisance.
- b. The business is not dangerous.
- c. Customers do not cause an increase in traffic or parking.
- d. Neither the customers nor the business are noxious or offensive by the emissions of dust, odor, gas, smoke or noise.
- e. The business is carried on within the interior walls of the residence.
- f. A business will be deemed a nuisance if three or more complaints are filed in writing with the Board. The person making the complaint must also sign it and include his/her address and phone number.
- g. Business signs are not permitted.

**Limits on number of patio/garage sales per quarter of each year:**

- a. Each property owner shall be limited to a two-day (2-day) on-site (i.e. patio, garage, yard, moving, estate) sale per calendar quarter each year.
- b. No matter how many lot owners join together to hold an on-site sale, the sale shall last no more than two (2) days at any one property.
- c. Approval for more sales or for sales that take place over three (3) consecutive days must be obtained in writing from the Board of Directors.

**IV. Age Restrictions:****Rental properties:**

- a. No property owner may rent out one or more rooms in his/her home. He or she may, however, rent out the entire home.
- b. No home in the Green Valley Fairways subdivisions may be rented to any person under the age of fifty-five (55), unless a second person age fifty-five (55) or older also lives in the house.
- c. Owners are responsible for verifying that the oldest tenant is fifty-five (55) years or older.
- d. Owner must be able to provide proof of age of oldest tenant (such as a photocopy of a driver's license) to the Board of Directors.
- e. No person under the age of eighteen (18) years of age shall reside or visit for more than thirty (30) consecutive days in any calendar year in any home on any lot within Green Valley Fairways.
- f. Landlords must notify tenants of all CC&Rs that affect both the owner and the tenant.

**Age limit for residents:**

- a. No person under the age of fifty-five (55) shall reside on or rent any lot unless there is another person fifty-five (55) years of age or older also residing on the same lot.
- b. No person under the age of eighteen (18) years of age shall reside in any home on any lot within Green Valley Fairways.
- c. No person under the age of eighteen (18) years of age shall visit any home on any lot within Green Valley Fairways for more than thirty (30) consecutive days in any calendar year.
- d. In the event that one spouse dies, the surviving spouse, regardless of age, may continue to reside in the house without violating the CC&Rs.

**Statements of Compliance:**

Every property owner is required under the Fair Housing Act to fill out a Statement of Compliance regarding age-restricted communities upon occupancy of a home in the GVFPOA and submit it to the Board of Directors. (Federal Law)

**V. Storage Restrictions:****Storage sheds or other outbuildings:**

- a. Storage sheds may be built on the lot as long as the owner gets prior written permission from the Architectural Committee.
- b. The sheds may not be bigger than one hundred (100) square feet and no more than six (6) feet high. The Architectural Committee must approve in writing the type of shed and where it will be located on the property prior to construction.
- c. Such storage sheds or other outbuildings shall not be used as living space of any sort for any person.

**No storage that affects occupants of surrounding properties:**

- a. Property owners must keep their property clean and neat.
- b. Trash and garbage must be kept in clean, sanitary containers and out of view of the neighbors.
- c. Trash receptacles shall not be placed on the curb any earlier than late afternoon before trash pickup the following day.
- d. Storage of anything is prohibited in alleyways or easements.
- e. Property owners are responsible for securing trash and recycling containers. A County Ordinance bans littering as a health and safety issue, as well as an eyesore.

**Coverings or walls to conceal:**

- a. Property owners must keep large tools, woodpiles, and clotheslines in the back yard or in an area that is screened by plants, walls or fences, etc. so as not to offend the neighbors or passersby.
- b. Water harvesting equipment, such as a cistern, and its placement must have prior written approval from the Architectural Committee.
- c. Cisterns and compost bins may be no taller than four (4) feet and must be kept in the back yard or in a screened area so as not to offend neighbors or passersby.
- d. Solar panels may be installed, but their placement must have prior approval of the Architectural committee, subject to the provisions of the Arizona Revised Statutes – Chapter 16, Arizona Planned Communities Act.

**RV storage regulations; number of vehicles:**

- a. No recreational vehicle, boat, trailer or travel trailer may be parked or stored within a carport or on any part of any lot.
- b. Recreational vehicles belonging to the owner or guest of the owner may be parked on the driveway of the owner's property for no more than seventy-two (72) continuous hours for the purpose of loading and unloading.
- c. One additional operating and registered passenger vehicle may be parked without a time limit next to the driveway outside the carport or garage.

- d. A van will be considered a passenger vehicle if the van can enter and fit completely within the covered carport or garage.
- e. Any vehicle not registered is considered abandoned and is thereby banned from driveways and streets. (County Ordinance)
- f. No vehicle may be parked on the strip between the street and the sidewalk, or in a manner that obstructs the sidewalk. (County Ordinance)

## **VI. Buildings on a lot:**

### **Each lot will be used for private residence purposes only:**

- a. Each lot may only be used for a private single-family residence. This includes a garage or carport.
- b. The single-family residence may not exceed one (1) story in height.

### **Architectural approval of structures:**

- a. No one can build a house on any residential site that will have less than one thousand (1,000) square feet of living space. The term 'living space' does not include porches, patios, carports or garages.
- b. Before any property owner builds, remodels, paints, repaints, or erects any wall, fence, coping (the top bricks on a wall; the edges to walls), awning, or sunshade, he or she must submit plans and specifications, along with locations noted, to the Architectural Committee. The Architectural Committee shall either approve or disapprove in writing of these plans and specifications within thirty (30) days of receiving them.
- c. One (1) set of plans and specifications along with an approval or disapproval endorsement shall be delivered to the owner, and another copy filed with the Architectural Committee. If the Architectural Committee fails to respond with its approval or disapproval in writing within thirty (30) days, this paragraph shall be deemed waived.
- d. The Architectural Committee shall have the right to disapprove any plans and specifications in writing submitted to them if the plans and specifications are not in accordance with these CC&Rs or if designs or color schemes are not in harmony with the general surrounding area, buildings or structures. The decision of the Committee shall be final.
- e. The Architectural Review Committee reserves the right to make a Property owner stop any or all work that either the Property owner or a contractor has begun if the application for this work has not been approved or if the work is deemed unsuitable, undesirable, or in violation of the CC&Rs.
- f. The Architectural Committee cannot be held legally responsible if there are defects in any plans or specifications that a Property owner submits. The Committee will also not be responsible for any structural defects in any building or structure that is built in accordance with those plans.
- g. Homeowners are responsible for checking with the County regarding building codes.
- h. All architectural approvals are valid for one (1) year.

### **Location of structures according to lot lines:**

- a. No buildings, carports, or other structures, other than walls or fences, shall be located on any lot nearer to the front lot line than twenty (20) feet. The exception to this rule is any lot in a cul-de-sac in which the setback shall be no less than ten (10) feet. (County Ordinance)
- b. Other setbacks shall be eight (8) feet to all side lot lines, and fifteen (15) feet to the rear lot line with the exception of walls and fencing.

- c. On Lot 128 a building may be located within a minimum of four (4) feet from the side lot line.
- d. No wall shall be higher than six (6) feet above the finished ground line at any point.
- e. Any application for a variance to the Pima County Zoning Department must first be approved in writing by the Architectural Committee.
- f. For the purposes of these CC&Rs, original eaves, steps and open porches shall not be considered as part of a building, provided that these original eaves, steps and open porches do not encroach upon another lot.

## **VII. Plants and barriers:**

### **Architectural rules concerning plantings, walls, fences, and so forth:**

- a. No fence, wall, hedge or shrub planting, which obstructs vehicle sight lines, shall be placed or permitted to remain on any corner.
- b. No trees or shrubs may obstruct sidewalk use.
- c. If a homeowner wishes to plant any tree, bush or shrub that could block someone's view of the mountains or the golf course, the homeowner must first get architectural approval in writing. (In the GVFPOA subdivisions, the phrase "view of the mountains" refers to a view of the Santa Rita Mountains and/or the adjoining golf course.)
- d. Property owners may only plant trees that have been approved by Pima County. It is the responsibility of the property owner to contact Pima County regarding which trees are approved and which are disapproved.
- e. Any trees, bushes or shrubs planted prior to the recording of this document are considered exempt from these restrictions.
- f. All lots and adjacent easements must be kept neat and clear of weeds and trash or other debris. Easements include any property owned or operated on by Pima County and/or any utility company. (County Ordinance)
- g. If the owner of the lot does not comply, the Association may remove the weeds or hire someone else to clear the lot and easement. The property owner is then obligated to reimburse the Association for the expense.
- h. All property owners are required to remove weeds from the edge of their property to the middle of the easement. (County Requirement)

## **VIII. Miscellaneous:**

### **Signs allowed on the property:**

The only signs that will be allowed on any lot or on any house are the following:

- a. The nameplate of the owner-occupant.
- b. For Sale signs.
- c. For Rent signs, providing they are removed when a tenant is occupying the house.
- d. Open House signs.
- e. Political signs, providing they are erected no earlier than thirty (30) days before election day, and removed no later than ten (10) days after the election. (County Ordinance)
- f. Signs informing the public that a security company protects the property.
- g. Signs that state: "Clean up after your pet."
- h. Signs that state: "No solicitations."

**Alley and easements concerning limiting water drainage:**

- a. Easements for installing and maintaining drainage facilities are reserved as shown on the recorded plat and over the rear side five (5) feet of each lot.
- b. Within these easements:
  - i. No structure may be built;
  - ii. No plants or other materials shall be placed or permitted to remain if they change the direction of the flow of drainage channels in the easement, or if they obstruct or retard the flow of water through drainage channels or swales (drainage ditches or pathways) in the easements.

**Animals and animal control:**

- a. Only domestic pets may be kept on the property.
- b. Domestic pets include but may not be limited to animals such as cats, dogs, birds, and fish.
- c. All owners of domestic pets must control the pets' noise. (County Ordinance)
- d. Any pet taken off the property must be controlled, i.e. with a leash. (State Law)
- e. Owners are responsible for cleaning up after their pets, i.e. removing droppings. (County Ordinance)

**Lighting restrictions:**

- a. Landscape and security lighting must be located and directed in such a way so as not to infringe on a neighbor's house or yard. The light must be directed down and must not disrupt the view or comfort of a neighbor.
- b. A light, for the purpose of general illumination, should be installed in the front of each residence. Such a light must be kept on during all hours of darkness.
- c. Those homes that have never had such a light are exempt.

**Amateur radio antenna:**

No amateur (ham) radio antenna may be erected and maintained on any lot without the written approval of the Architectural Committee.

**Door-to-door solicitation:**

Door-to-door solicitations within our subdivisions are banned.

**Note:** The Board of Directors may address any situation or item not covered under these CC&RS on a case-by-case basis.

The President and Secretary of Green Valley Fairways Property Owners Association attest that these amended CC&Rs were approved by the vote of a majority of the Owners of Lots voting by mail-in ballots, which ballots are on file at the office of the Association.

Green Valley Fairways Property Owners Association, an Arizona nonprofit corporation.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (President)

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Secretary)

STATE OF ARIZONA    )  
                                  )  
County of Pima         )ss

This amendment to the Declaration of Establishment of Covenants, Conditions and Restrictions was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_, President, and \_\_\_\_\_, Secretary of Green Valley Fairways Property Owners Association.

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

My Commission expires: \_\_\_\_\_