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DOCKET: 13511
PAGE: 63
NO. OF PAGES: 55
SEQUENCE: 2009046009
03/10/2009
ARSTR 09:38
MAIL
AMOUNT PAID \$ 72.00

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE GREENS AT
SANTA RITA SPRINGS
an age-restricted community

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE GREENS AT SANTA RITA SPRINGS**

THIS AMENDED AND RESTATED DECLARATION (this "Declaration") is made
this 3rd day of March, 2008, by the owners (the "Owners") of the real property
described as:

Lots 1 through 167 (except Lot 56), and Common Areas A, B, C
and D of The Greens at Santa Rita Springs, according to the
plat recorded in Book 47, page 87 of maps and records of Pima
County, Arizona; and

Lots 168 through 214 (except Lots 203-214) and Common Areas
A, B, and C of The Greens at Santa Rita Springs, according to
the plat recorded in Book 49, page 42 of maps and records of
Pima County, Arizona; and

Lots 215 through 234 of The Greens at Santa Rita Springs,
according to the plat recorded in Book 50, page 67 of maps and
records of Pima County, Arizona (being a Resubdivision of
The Greens at Santa Rita Springs, Lots 203 through 214,
according to the plat recorded in Book 49 at page 42 of maps
and records of Pima County, Arizona)

(collectively, the "Property").

RECITALS :

A. The developers of the Property and the subsequent owners of Lots within the
Property signed and recorded the following documents:

1. Declaration of Covenants, Conditions, Restrictions and Easements for
The Greens at Santa Rita Springs, which was recorded on December 12, 1995, in Docket
10188 at page 1152 *et seq.*, office of the Pima County Recorder (the "Original Declaration");
and

2. Supplemental Declaration for Annexation to Covenants, Conditions
Restrictions and Easements for The Greens at Santa Rita Springs and Amended and
Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Greens

1 at Santa Rita Springs, which was recorded on March 31, 1997, in Docket 10513 at page 2465
2 *et seq.*, office of the Pima County Recorder; and

3
4 3. Second Supplemental Declaration for Annexation to Covenants,
5 Conditions, Restrictions and Easements for The Greens at Santa Rita Springs, which was
6 recorded on December 9, 1997, in Docket 10688 at page 598 *et seq.*, office of the Pima
7 County Recorder; and

8
9 4. Amended and Restated Declaration of Covenants, Conditions,
10 Restrictions and Easements for The Greens at Santa Rita Springs, which was recorded on
11 April 27, 2000, in Docket 11286 at page 1924 *et seq.*, office of the Pima County Recorder; and

12
13 5. Amended and Restated Covenants, Conditions, Restrictions and
14 Easements of The Greens Homeowners Association, Inc., which was recorded on April 25,
15 2005, in Docket 12538 at page 1648 *et seq.*, office of the Pima County Recorder

16
17 B. In accordance with the applicable requirements for amending the restrictions
18 affecting the Property, the Owners of at least 67% of the Lots have approved, in writing, the
19 amendment and restatement of all applicable covenants, conditions, and restrictions of
20 record affecting the Property.

21
22 NOW, THEREFORE, the Owners hereby declare that the Property shall be held,
23 conveyed, encumbered, leased and used subject to the following covenants, conditions,
24 restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and
25 liens (collectively referred to in this Declaration as the "Restrictions"). These Restrictions
26 are for the purpose of enhancing and protecting the value, desirability and attractiveness of
27 the Property. The Restrictions shall run with the Property, shall be binding upon all
28 persons having or acquiring any interest in the Property, and shall inure to the benefit of,
29 be binding upon and enforceable by all Owners, the Association and their successors in
30 interest.

31
32 **ARTICLE 1**
33 **DEFINITIONS**
34

35 The terms used in this Declaration and the Governing Documents shall be generally
36 given their natural, commonly accepted definitions unless otherwise specified. Capitalized
37 terms shall be defined as set forth below:

38
39 1.1 "Adjustment Date" means January 1 of each year during the period in which
40 this Declaration remains in effect.

1 1.2 “Annual Assessments” means the annual assessments levied by the Board
2 pursuant to Section 8.2 of this Declaration.

3
4 1.3 “Architectural Review Committee” or “ARC” means the committee
5 established pursuant to Article 5 of this Declaration.

6
7 1.4 “Architectural Design Guidelines” or “Guidelines” means the rules and
8 regulations adopted by the Board of Directors, as such rules may be amended and
9 supplemented from time to time.

10
11 1.5 “Articles” means the Articles of Incorporation of the Association which have
12 been filed in the office of the Arizona Corporation Commission as such Articles may be
13 amended from time to time.

14
15 1.6 “Assessments” means all Annual Assessments, Special Assessments,
16 Maintenance Assessments, and Reimbursement Assessments payable to the Association.

17
18 1.7 “Association” means The Greens Homeowners Association, Inc., an Arizona
19 non-profit corporation, its successors and assigns. Such Association is a sub-association of
20 the Santa Rita Homeowners Association.

21
22 1.8 “Board” means the Board of Directors of the Association.

23
24 1.9 “Bylaws” means the Bylaws of the Association, as such Bylaws may be
25 amended or restated from time to time.

26
27 1.10 “Capital Improvement Assessment” means the assessments levied by the
28 Board pursuant to the provisions of Section 8.6 hereof.

29
30 1.11 “Common Area” or “Common Areas” means all real property and the
31 Improvements or amenities thereon, all personal property, all easements and licenses and
32 facilities which shall from time to time be constructed, owned, controlled or operated by
33 the Association for the common use and enjoyment of the Owners.

34
35 1.12 “Community-Wide Standard” means the standard of conduct, maintenance or
36 other activity generally prevailing throughout the Property or all of Santa Rita Springs.
37 Such standard shall be that which has been established by the Declarant, and the
38 Architectural Review Committee, and may be more specifically determined by the Board.

39
40 1.13 “Declarant” means Title Guaranty Agency of Arizona, Inc., an Arizona
41 corporation, as Trustee under Trust No. T-1285, its successors and any person or entity to
42 whom it may expressly in writing assign its rights under this Declaration.

1
2 1.14 "Declaration" means the covenants, conditions, restrictions and easements
3 herein set forth in this entire document, as such Declaration may be amended or rested
4 from time to time.

5
6 1.15 "Developer Owner" shall mean a Person in the business of developing and/or
7 selling real property, and who has acquired ten or more Lots in connection with and in the
8 course of business, for the purpose of developing or selling such Lots, and must be
9 designated in writing by the Declarant to be a Developer Owner.

10
11 1.16 "Dwelling Unit" means any building or part thereof situated upon a Lot.

12
13 1.17 "Event of Foreclosure" means the foreclosure or the transfer of title by
14 trustee's deed at a trustee's sale in regard to a mortgage, deed of trust or other
15 encumbrance superior in priority to an Assessment Lien under Section 8.1 hereof.

16
17 1.18 "Exempt Property" means portions of the Property not subject to
18 Assessments, which shall be the following areas now or hereafter located within The
19 Greens at Santa Rita Springs:

20
21 1.18.1 all Government Property, but only if and to the extent designated as
22 Exempt property in the applicable supplemental Declaration;

23
24 1.18.2 property owned by a public or private utility company (or leased by
25 such company) which is utilized in the provision of utility services to all or portions of the
26 Property and the Owners thereof, but only if and to the extent designated as Exempt
27 Property in the applicable Supplemental Declaration;

28
29 1.18.3 all Common Areas and areas upon which the Association possesses
30 easement rights, for so long as the Association is the owner thereof.

31
32 1.19 "Fair Housing Act" means the Fair Housing Act and its Amendments of 1988
33 and 1995, Public Law 100-430, 42 U.S.C. Section 3601, et seq., and any amendments thereto,
34 and as further interpreted by Rules and Regulations of the Department of Housing and
35 Urban Development promulgated January 23, 198 at page 3290 and thereafter amended by
36 Regulations.

37
38 1.20 "First Mortgage" means the holder of any mortgage under which the interest
39 of any Owner of a Lot is encumbered and which mortgage has first and paramount
40 priority, subject only to the lien or general or ad valorem taxes and assessments and such
41 other matters as are recognized in such First Mortgage as permitted title exceptions. "First
42 Mortgagee" shall mean the holder of a First Mortgage.

1
2 1.21 “Governing Documents” means this Declaration, the Bylaws, the Articles, the
3 Architectural Design Guidelines and the Association Rules that may be adopted by the
4 Board, and any amendments thereto.
5

6 1.22 “Government Property” means all land and Improvements owned or
7 dedicated to a public or governmental agency, political subdivision, quasi-municipality or
8 district for so long as public or governmental authority is the owner or beneficiary thereof,
9 except for land or Improvements, or both, owned and/or operated by a public or
10 governmental agency acting in a proprietary capacity.
11

12 1.23 “Improvements” means any and all construction or alterations made to any
13 Lot, including but not limited to all buildings and structures, driveways, parking areas,
14 fences, walls, landscaping, lakes, ponds, recreational facilities, signs, excavation or site
15 work, including without limitation grading, road construction, utilities, alterations or
16 modifications thereto.
17

18 1.24 “Lot” means an area of real property designated as “Lot” on the Plat.
19

20 1.25 “Maintenance Assessment” means the assessments, if any, levied by the Board
21 pursuant to the provisions of Section 8 of this Declaration.
22

23 1.26 “Master Development Plan” means the conceptual or site development plan at
24 any time in effect for Santa Rita Springs and approved by Pima County, Arizona or any
25 other governmental jurisdiction having the authority to approve and regulate master plans
26 for planned area developments located in Santa Rita Springs, as the same may be amended
27 from time to time.
28

29 1.27 “Member” means every Person who holds membership in the Association as
30 provided in Section 7 of this Declaration.
31

32 1.28 “Occupant” means any Person, other than an Owner, occupying a Lot, or any
33 portion thereof, or building or structure thereon, as a Resident, tenant, licensee or
34 otherwise, other than on a merely transient basis.
35

36 1.29 “Owner” means the Record holder of legal title to the fee simple interest in
37 any Lot, or in the case of a Recorded “contract” (as that term is defined in A.R.S. Section 33-
38 714(2)), the holder of Record of the purchaser’s or vendee’s interest under said contract, but
39 excluding others who hold such title merely as security. If fee simple title to a Lot is vested
40 of Record in a trustee pursuant to A.R.S. Section 33-801 et seq. for purposes of this
41 Declaration, legal title shall be deemed to be held by the trustor (or the trustor’s successor

1 of Record), and not by the trustee. An Owner shall include any Person who holds Record
2 title to a Lot in joint ownership or as an undivided fee interest.

3
4 1.30 "Person" means a natural person, a corporation, a partnership, a trustee or
5 any other legal entitle.

6
7 1.31 "Plat" means any plat affecting the Property recorded in the office of the
8 Recorder for Pima County, Arizona.

9
10 1.32 "Property," "Project" or "The Greens at Santa Rita Springs" means the real
11 property described on the Plat.

12
13 1.33 "Record," "Recording" and "Recorded" means placing or having placed a
14 document of public record in the official Records of Pima County, Arizona.

15
16 1.34 "Resident" means:

17
18 1.34.1 Each Tenant or Lessee who resides on the Property and the members
19 of the immediate family of each Tenant who resides on the Property;

20
21 1.34.2 Each Owner who resides on the Property and the members of the
22 immediate family of each Owner who resides on the Property; and

23
24 1.34.3 Such persons as the Board, in its absolute discretion, may authorize,
25 including without limitation guests of an Owner or a Tenant.

26
27 1.35 "Special Assessments" means the assessments, if any, levied by the Board
28 pursuant to Section 8.11 hereof.

29
30 1.36 "Tenant" means any person who occupies property located within the
31 Property under any type of leasing arrangement, but is not included within the definition
32 of a Lessee.

33
34 1.37 "Visible From Neighboring Property" means, with respect to any given object,
35 that such object would be visible to an individual whose eyes are six feet above the ground,
36 and who is standing at natural grade level on any Lot or Common Area within the Greens
37 at Santa Rita Springs.

38
39 **ARTICLE 2**
40 **PROPERTY AND PERSONS BOUND BY THIS DECLARATION**

41
42 2.1 Master Association. The Property is a part of a master planned community

1 known as Santa Rita Springs. The Property shall be subject to the terms and conditions of
2 the Declaration of Covenants, Conditions and Restrictions for Santa Rita Springs recorded
3 in Docket 9955, pages 1005 through 1061, and then re-recorded February 28, 1995, in Docket
4 9989, page 1320, and then Amended and Restated in Docket 10110 at page 949, and re-
5 recorded at Docket 10122 at page 439, with the First Amendment and Notice of
6 Termination in Docket 10122 at page 433, records of Pima County, Arizona (the "Master
7 Declaration"), and the Articles of Incorporation, Bylaws, Architectural Committee Rules
8 (collectively the "Master Association Documents") of the Santa Rita Springs Homeowners
9 Association (the "Master Association"), including all amendments to the Master Declaration
10 or the Master Association Documents. All restrictions, regulations, approvals and
11 consents, submittals and all other provisions of the Master Declaration shall be in addition
12 to any consents required under the terms of this Declaration. If there is any conflict
13 between the Governing Documents and the Master Association Documents, the Master
14 Association Documents shall take precedence.

15
16 2.2 General Declaration. This Declaration is declared and agreed to be in
17 furtherance of a general plan for the development and sale of the Property, and is
18 established for the purpose of enhancing and perfecting the value, desirability and
19 attractiveness of the Property. This Declaration shall run with the Property for all purposes
20 and shall be binding upon and inure to the benefit of Declarant and all Owners and
21 Occupants of the Property and their successors in interest, whether or not stated in any
22 document or deed transferring any interest in any Lot to or from such Owners or
23 Occupants

24
25 2.3 Association Bound. This Declaration shall be binding upon and benefit the
26 Association, its successors and assigns.

27
28 **ARTICLE 3**
29 **AGE RESTRICTIONS, COVENANTS AND CONDITIONS**

30
31 3.1 Age Restrictions. All Dwelling Units located within the Property and
32 described in this Declaration shall comply with the provisions of the Fair Housing Act and
33 the age restriction exemptions created therein (the "Exemption"). The Exemption is based,
34 generally, upon a standard that at least one Person per Dwelling Unit must be 55 years of
35 age or older. Certain exceptions are made to the Fair Housing Act in cases in which at least
36 80% of the dwelling units in a community are so occupied. Accordingly, except as
37 provided below, all Dwelling Units located in the Property shall be occupied by at least one
38 person per household who is 55 years of age or older.

39
40 3.2 Subsequent Transfers. Subsequent to the initial sale of residential Lots by the
41 Declarant to any Owner, or a sale by a Developer Owner to an Owner, all resales shall be
42 subject to the 55 years of age requirements, and it shall be a violation of the terms and

1 conditions of this Declaration should any residential Lot subsequently be sold or resold
2 and then not occupied by at least one person 55 years of age or older per Dwelling Unit.
3 Notwithstanding the foregoing, should an Occupant who is 55 years of age or older die
4 and leave the Dwelling Unit to a surviving spouse or other companion previously residing
5 with the deceased Occupant, then provided that such surviving spouse or other co-habitant
6 is at least 45 years of age, and provided that at least 80% of the Dwelling Units shall
7 continue to be occupied by at least one person 55 years of age or older, the Association
8 may elect to allow the surviving spouse or co-habitant to remain in the occupancy of the
9 Dwelling Unit without violation of this Declaration.

10
11 3.3 Minors. Nothing in this Declaration shall be construed as to permit
12 permanent occupancy of any Lot by any person less than 18 years of age (a "Minor"). To
13 this end, no Minor shall reside in any Dwelling Unit for more than three months during
14 any 12-month period.

15
16 3.4 Occupants. The occupancy restrictions of this Declaration dealing with both
17 minimum age restrictions and the prohibition of Minors applies to all Occupants, whether
18 Owners, Residents, Lessees or Tenants, and to all leases as well as sales.

19
20 3.5 Compliance. The Association shall conduct periodic surveys to assure that
21 the Association is complying with pertinent provisions of the Federal and State Fair
22 Housing Acts. Each Owner acknowledges that the leasing of Dwelling Units and the
23 pattern of resales of Dwelling Units can be difficult to control or predict, and that
24 compliance with the Fair Housing Act and with the Exemption depends upon the
25 cooperation of the Owners and Occupants.

26
27 3.6 Amending Age Restrictions. Notwithstanding anything contained in this
28 Declaration to the contrary, the provisions of this Article may only be amended by an
29 affirmative vote of the Owners of 90% of the Lots.

30
31 **ARTICLE 4**
32 **EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS**

33
34 4.1 Easements and Rights of Enjoyment. Each Owner shall have a non-exclusive
35 easement for the use and enjoyment in and to the Common Areas, which non-exclusive
36 easement shall be appurtenant to and shall pass with the title to each Owner's Lot. All
37 Occupants shall have a non-exclusive, non-transferable temporary license to use and enjoy
38 the Common Areas so long as they remain Occupants. The foregoing grants and rights are
39 subject, among other things, to the following limitations:

40
41 4.1.1 The Governing Documents.
42

1 4.1.2 The right of the Association to suspend the voting rights and the rights
2 to recreational use and enjoyment of the Common Areas of any Owner or Occupant, as the
3 case may be who:

4
5 4.1.2.1 for any period during which an Assessment remains
6 delinquent;

7
8 4.1.2.2 for a period not to exceed 60 days for any infraction of the
9 Governing Documents or any Association Rule; or

10
11 4.1.2.3 for successive 60-day periods if any such delinquency or
12 infraction is not corrected during any preceding suspension period.

13
14 4.1.3 Any Owner or Occupant, in accordance with the Governing
15 Documents or the Association Rules, may delegate his or her rights of use and enjoyment
16 in the Common Areas to the members of his or her family or his or her Occupants or
17 guests, subject to the limitations set forth in this Declaration and the Association Rules.

18
19 4.1.4 The right of the Association to limit the number of guests of an Owner
20 or Occupant who may use the Common Areas.

21
22 4.1.5 The right of the Association to charge reasonable admission, member,
23 use and other fees for the use of facilities located upon the Common Areas.

24
25 4.1.6 The right of the Association to regulate the use and operation of the
26 Common Areas.

27
28 4.2 Recorded Easements. The Property, and all portions thereof, shall be subject
29 to all easements shown on the Plat, and to any other easements of record or of use as of the
30 date of recordation of the Declaration in the office of the Pima County Recorder.

31
32 4.3 Easements for Encroachments.

33
34 4.3.1 The Property, and all portions thereof, shall be subject to an easement
35 of up to ten feet from the Lot lines or Common Area boundaries for the actual extent of
36 incidental encroachments created by construction as designed or constructed by the
37 Declarant or any Owner. This easement shall extend to encroachments caused by the
38 settling, shifting or movement of any portion of the Property.

39
40 4.3.2 Encroachments referred to include, but are not limited to,
41 encroachments caused by error in the original construction of Improvements on any Lot by

1 settling, rising or shifting of the earth, or by changes in position caused by repair or
2 reconstruction of any Improvements on the Property.

3
4 4.4 Easements for Sidewalks and Roads. The Association hereby is granted an
5 easement on the Property (and all portions thereof), and over and across each Lot or
6 Common Area for a distance of ten feet parallel and adjacent to all sidewalks and for the
7 installation, maintenance and use of fire hydrants

8
9 4.5 Reservation of Easements, Exceptions and Exclusions. The Association
10 maintains the right to establish from time to time, by declaration or otherwise, utility and
11 other easements, permits or licenses over the Common Area, for purposes including but
12 not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts,
13 shafts, flues, conduit installation areas, and to create other reservations, exceptions and
14 exclusions for the best interest of all the owners and the Association, in order to serve all
15 the owners within The Greens at Santa Rita Springs as initially built and expanded. The
16 Association further reserves the right to establish from time to time, by dedication or
17 otherwise, utility and other easements.

18
19 4.6 Emergency Easement. A general easement is hereby granted to all police,
20 sheriff, fire protection, ambulance and all other similar emergency agencies or persons to
21 enter upon all streets and upon the Property in the proper performance of their duties.

22
23 4.7 Maintenance Easement. An easement is hereby granted to the Association,
24 and any member of the Board of Directors, and their respective officers, agents, employees
25 and assigns, upon, across, over, in and under the Lots, and a right to make such use of the
26 Lots as may be necessary or appropriate to make emergency repairs or to perform the
27 duties and functions which the Association is obligated or permitted to perform pursuant
28 to the Governing Documents. Included within the foregoing grant of easements is the right
29 to enter upon any Lot for the purpose of performing maintenance to the landscaping or the
30 exterior of Improvements to such Lot as required by the Governing Documents and by
31 such entry shall not be guilty of trespass.

32
33 4.8 Drainage Easement. An easement is hereby reserved to the Association, its
34 officers, agents, employees, successors and assigns to enter upon, across, over, in and under
35 any portion of the Property for the purpose of changing, correcting or otherwise modifying
36 the grade or drainage channels of the Property so as to improve the drainage of water. Best
37 efforts shall be made to use this easement so as not to disturb the uses of the Owners.

