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CANOA ESTATES, INC.

DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR CANOA ESTATES, INC.

BYLAWS OF

CANOA ESTATES, INC.



DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR CANOA ESTATES, INC. April 21, 2010

Canoa Estates Homeowners Association, Inc.

April 21, 2010

Dear Homeowner,

The attached is the new edition of the Conditions, Covenants and Restrictions, dated March 2, 2010. In early March, we mailed the proposed CC&Rs and ballots to all homeowners (140). We received 113 responses. A quorum of 93 votes is required for passage. The following are the results of the vote.

Art.	Ye s	N o	Abstain	status	reason
VIII.4	76	36	1	failed	Signs
VIII.9	98	15	0	passed	Intrusive Grasses

XII.1	97	14	2	passed	Architectural committee simplify		
XII.3	85	25	3	failed	Solar Devices		
XIII.1	95	17	1	passed	Enforce Monetary penalties		
XIII.3	100	12	1	VIII.13	83		28

Two of the articles that failed, VIII.4 and XII.3 were changes mandated by changes in state laws. In consultation with the HOA's lawyer, the original wording will be maintained but the relevant state laws will also be included.

The Canoa Estates Homeowners Association Board has been working for some time to complete this project.

Thanks to those of you who provided comments in our effort to complete this project. As you read through the new CC&Rs, I am sure that you will see that the reading is easier and the table of contents will help you find specific sections. Sincerely,

Karen Viechnicki, President Skip Perkins, Secretary

DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS OF CANOA ESTATES, INC.

KNOW ALL MEN BY THESE PRESENTS:

That the Canoa Estates, Inc. Homeowners Association hereby rescinds the Declaration of Establishment of Conditions, Covenants and Restrictions, dated March 31, 1998 and its' four amendments recorded in the Office of the County Recorder of Pima County, Arizona and on October 15, 1984 in Book 7388, pages 775 to 821, inclusive; Book 7603, pages 682 to 686, dated August 22, 1985; Book 8139, pages 1176 to 1179, dated October 13, 1987; Book 8497, pages 1664 to 1673, dated March 20, 1989; and Book 9406, page 857, dated October 26, 1992.

That said Declaration of Establishment of Conditions, Covenants, and Restrictions is hereby replaced by the attached Declarations, dated April 21, 2010.

Karen Viechnicki, President

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DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR CANOA ESTATES, INC.

Canoa Estates, Inc. hereby declares and establishes the following conditions, covenants and restrictions to which the following described real property, and such later annexations as may occur, will be subject:

Lots 1 through 142 and Common Areas A and B, a subdivision of Pima County Arizona as recorded in Book 38, Page 6, of maps and plats, Pima County Records all of which will be binding upon and inure to the benefit of the present and future owners thereof, and which will be imposed upon said real property as servitude in favor of each and every part thereof.

Lots 1 through 142 and Common Areas A and B will be referred to hereinafter as the Properties, and the provisions of any previous declarations relating thereto are hereby revoked in full.

This Declaration, except as stated herein to the contrary, is intended to and does hereby completely restate, amend, supersede and replace any previous declaration of amendment relating to the Properties.

These Conditions, Covenants and Restrictions are intended to insure that Canoa Estates, Inc. provides the environment and ambiance that support a retirement community and complies with the Fair Housing Act and the Arizona Revised Statutes (A.R.S.) Section 32-1803.

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ARTICLE I DEFINITIONS

SECTION 1: "Association" will mean and refer to the Canoa Estates, Inc. its successors and assigns.

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SECTION 2: "Plat" will mean the map or plat of record in the office of the County Recorder of Pima County, Arizona, in Book 38 of Maps and Plats at Page 6 thereof, and any amendments thereto.

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SECTION 3: "Properties" will mean and refer to that certain real property described in the Plat, to include Lots 1 through 142 and Common Areas A and B.

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SECTION 4: "Common Areas" will mean the real property designated on the Plat as Common Areas A (normally the streets), and B (normally everything else outside the Lots).

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SECTION 5: "Lot" will mean those areas numbered one through 142 as shown on the Plat.

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SECTION 6: "Member" will mean any homeowner in Canoa Estates.

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SECTION 7: "Owner" will mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including the buyer under a contract for the sale of real estate but excluding persons holding an interest merely as security for the performance of an obligation.

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SECTION 8: "Board" will mean and refer to the Board of Directors of the Canoa Estates, Inc. Homeowners Association.

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ARTICLE II MEMBERSHIP

SECTION 1: Green Valley Recreation

Each Owner agrees to become and remain a member of Green Valley Recreation, Inc., (GVR) its successors or assigns, and to pay the membership dues assessed by GVR, which may vary in amount from time to time. There is hereby created a lien, with power of sale, on each Lot to secure payment of the aforesaid membership dues assessments pursuant to the terms hereof, provided that no action will be brought to foreclose such lien or proceed under the power of sale less than thirty (30) days after a Notice of Claim of Lien is mailed to the Owner of said Lot, and a copy thereof is recorded in the Office of the Recorder in the County of Pima, State of Arizona.

The aforesaid provisions will run with the land and continue in full force and effect at all times in perpetuity; provided however, Green Valley Recreation, Inc., its successors or assigns, will be granted full rights and powers for the release, termination or amendment of such perpetual

covenants and restrictions, and provided further, that any release, termination, or amendment will be made only by an instrument in writing signed by officer(s) of Green Valley Recreation, Inc., its successors or assigns, and recorded in the Office of the Recorder of the County of Pima, State of Arizona.

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SECTION 2: Association

Every person who is an owner of a Lot will be a Member of the Association.

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ARTICLE III THE ASSOCIATION

SECTION 1: Homeowners Association

The Canoa Estates, Inc., Homeowners Association will be responsible for the proper and efficient management, maintenance and operation of the Common Areas, hereinafter referred to in this Article as the "Areas". The Association will be responsible for:

- (a) Maintaining all common areas, including streets, roads, and sidewalks, if applicable, located within the Areas and the entranceway off Camino Del Sol.
- (b) Landscaping those portions of the Areas controlled by the Association. No structures and landscaping in Areas, installed or maintained by the Association, will materially interfere with Owner views as provided in Use Restrictions, Article VIII.
- (c) Operating, maintaining, including insuring, and rebuilding, if necessary: street signs, walls, fences and other improvements.
- (d) Paying real estate taxes, assessments and other charges on those portions of the Areas owned by the Association.
- (e) Insuring all improvements, which the Association is obligated to maintain, against damage by casualty with such companies and with such limits, as the Association deems appropriate.
- (f) Hiring, firing, supervising and paying employees and independent contractors.
- (g) Maintaining liability insurance as the Association deems necessary to protect the members and the Board of Directors of the Association from any liability from occurrences or happenings on or about those portions of the Areas maintained by the Association including, but not limited to, errors and omissions insurance for the Board of Directors of the Association.
- (h) Purchasing all goods, supplies, labor and services reasonably necessary for the performance of the obligation set forth herein.
- (i) Enforcing the provisions of this Declaration, including, but not limited to, the Use Restrictions provided in Article VIII.

(j) Establishing and maintaining such cash reserves as the Association deems reasonably necessary for the maintenance, repair and replacement of the improvements for which the Association is responsible, and for unforeseen contingencies.

(k) Providing payment for all utility services for the common Areas.

(l) Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth in this Article and for the operation and maintenance of the common Areas.

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SECTION 2: Bylaws

The manner in which the Association carries out its responsibilities shall be controlled by the provisions of its Bylaws, its Articles of Incorporation and the provisions of these presents.

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ARTICLE IV ASSESSMENTS

SECTION 1: Assessments

The Association will have the power to levy annual assessments payable before March 1 and which shall become delinquent after March 1. The Board will insure that said assessments are mailed on or before February 1. The penalty fee for delinquent assessments will be fifteen (\$15) dollars. The duty of the Owner to pay these assessments is absolute and is not affected by any claim the Owner may have, or believes he/she has, against any other person. Moreover, sale of the property will not relieve the Owner from the duty to pay the annual assessments for any portion of the year during which he/she owned the property.

The Association will have the power to collect delinquent assessments by action of law, or otherwise, from the Owners. All delinquent assessments will be a lien on the Lot of the Owner who fails to pay them and will bear interest at the rate of two (2%) percent per annum above the bank prime rate of interest charged for short term loans to its most creditworthy customers at the date of default until paid.

Any such lien will be subject and subordinate to a prior recorded realty mortgage upon any of said Lots made in good faith and for value, whether now existing or made and recorded at any time hereafter. Should a mortgagee obtain title to any Lot as a result of a foreclosure of the mortgage, such acquirer of title, his/her successors or assigns, including any purchaser at the Sheriff's Sale ordered by said foreclosure, shall not be liable for the assessments by the Association chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

After acquisition of title, such acquirer shall pay the assessments chargeable to such Lot.

In the event it shall become necessary for the Association to employ an attorney to collect delinquent assessments, whether by foreclosure of the lien created herein or otherwise, the delinquent Owner will pay, in addition to the assessment and interest accrued thereon, a reasonable attorney's fee and all other costs and expenses incurred by the Association as a result of such delinquency.

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SECTION 2: Budget

The Directors of the Association will, each calendar year, estimate the cost of managing, maintaining, operating and repairing all properties owned by the Association and the cost of such other activities appropriate to the Association's needs for the ensuing year. This should include, but is not limited to, the cost of all water used thereon, all property taxes, income taxes, landscaping and maintenance, legal and accounting expenses of the Association, repair and cleaning as necessary, gas and electric expenses of the Common Areas, if any, expense for the charges of the fire company, insurance premiums, a reserve account for repairs, replacement and maintenance, and other necessary expenses. Each owner shall pay to the Association a sum equal to the pro rata share of said estimated costs. An owner cannot exempt himself/herself from this assessment by nonuse of his/her Lot. Should any Owner make a voluntary conveyance of a Lot, he/she and the buyer will be and remain jointly and severally liable for the payment of all past assessments existing unpaid at the time of the conveyance.

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ARTICLE V MORTGAGEE'S PROTECTION PROVISIONS

SECTION 1: Restrictions

Any provisions contained in the Declaration to the contrary notwithstanding, unless at least seventy-five (75%) percent of the Lot Owners have given their prior written approval; the Association shall not be empowered or entitled to:

- (a) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Lot, the exterior maintenance of the Lots, the maintenance of the Common Areas, walkways or perimeter walls and driveways, or the upkeep of lawns and planting areas in the Common Areas;
- (b) fail to maintain fire and extended coverage insurance on the Common Area improvements based on current replacement cost basis in an amount of not less than one-hundred (100%) percent of the insurable value; and

(c) use hazard insurance proceeds, from losses to any Common Areas, for other than the repair, replacement or reconstruction of such areas.

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SECTION 2: Written Notice

Each Lot Owner shall be entitled to written notice from the Association at least thirty (30) days prior to:

- (a) abandonment or termination of the Association;
- (b) any material amendment to the Declaration, Articles or Bylaws.

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ARTICLE VI OWNER'S RESPONSIBILITIES

SECTION 1: Taxes, Costs and Repairs

Each Owner will be responsible for his/her Lot's utility costs, ad valorem taxes, appliance repairs, including appliances within his/her residence, and roof maintenance and repairs for his/her residence. In addition, each Owner will be responsible for all exterior maintenance or repairs for buildings, fences, walls, trees, shrubs, grass, walks and other exterior portions of structures on his/her Lot, in conformance with these Declarations and any rules and regulations adopted by the Association.

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SECTION 2: Roof Maintenance

If a roof must be repaired or replaced, it shall conform to the same architectural design and style as the original roof.

Roofs of dwelling units whose elevation is lower than surrounding dwelling units must have the inside of the parapet painted a tan color to reduce the glare effects of reflected light.

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SECTION 3: Modifications, Alterations and Construction

Each Owner will be responsible for assuring that all construction, alteration, modification or additions to buildings, wall, fences, copings, roads, driveways, or other structures on his/her Lot

conform to the requirements in Article XII, Sections 3 and 4, and the Use Restrictions of Article VIII herein. If an Owner fails or refuses to remove or upgrade any nonconforming item, the Association may, in its sole discretion, remove it and the cost of removal will be added to and become part of the assessment to which his/her Lot is subject and collected in like manner as delinquent assessments.

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ARTICLE VII VOTING RIGHTS

SECTION 1: Vote

Each owner will be entitled to one (1) vote for each Lot he/she owns, except that there will be but one (1) vote for each Lot, whether the same is owned by one (1) person, by a husband or wife, by joint tenants, or any other form of ownership. Co-owners must agree on the vote and if they cannot agree, the vote will be prorated among them. For the purposes of the Declaration, if the Owner possess two (2) combined Lots to be used as one (1) Lot it will be considered as one (1) Lot and the owner will be entitled to one (1) vote.

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SECTION 2: Changes

Notwithstanding the provisions of Section 1 of this Article, the vote of at least three-quarters (75%) of all owners will be required for any of the following:

- (a) To change the method of determining the obligations, assessments, or other charges which may be levied against the owner.
- (b) To change any restriction, or enforcement thereof, pertaining to the exterior appearance, exterior maintenance and the termination of the maintenance of the Common Areas.

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ARTICLE VIII USE RESTRICTIONS

SECTION 1: Land Use and Building Type

- (a) All Lots will be used for residential purposes only, and no structure whatsoever, other than single story, single family residences, will be placed or maintained thereon.
- (b) No business of any nature will be conducted on said Lots.
- (c) Any Owner will have the right to lease or rent his/her dwelling unit. The tenants or lessee must meet the Age Restrictions in Article XIII, Section 5. The lease agreement, verbal or written,

with a tenant or lessee will be subject to the Declaration and will provide that any tenant will abide by the Rules, Bylaws, Articles and the provisions of the Declaration. In the event any such lease agreement does not contain such provisions, such lease agreement will, at the option of the Board, be invalid.

(d) No structure except a single-family dwelling will be erected, altered, or permitted to remain on any said Lots. No structure will be erected on any of the said Lots that do not contain a minimum of 1,000 square feet of living area.

This section is meant to authorize the use of common wall dwelling units as permitted under applicable rules and regulations of the Zoning Ordinance of Pima County.

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SECTION 2: No Temporary Building or Trailer

(a) No temporary house, house trailer, motor home, tent, garage, camper or outbuilding of any kind shall be placed or erected upon any part of the Properties for use as living quarters. During the actual construction or alteration of a building or buildings on any Lot, temporary buildings for storage of materials etc., may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of the Properties will be prosecuted diligently from the commencement thereof until the completion thereof.

(b) No garage or other building or structure will be erected, placed or maintained on any Lot until the construction and completion of the principal residence. The necessary outbuilding, garage or other structures relating to the main residence may be simultaneously constructed and nothing herein will be construed to prevent the incorporation and construction of a garage in and as part of such residence.

(c) No building of any nature will be removed from within or without the Properties to any Lot within the Properties without the approval of the Architectural Committee. In the event a building will be so placed, from without, on any Lot, said building will comply in all respects with each provision of this Declaration.

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SECTION 3: Derricks, Tanks, Heating and Cooling

(a) No structure designed for use in boring for water, oil, or natural gas will be erected, placed or permitted upon any part of the Properties, nor will any water, oil, natural gas, petroleum, asphalt or hydrocarbon products or substances be produced or extracted there from.

(b) No elevated tanks of any kind will be erected, placed or permitted upon any part of the Properties, and any tanks for use in connection with any dwelling unit on the Properties, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in to conceal them from the neighboring Lots, roads or streets.

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SECTION 4: Signs

No billboards or advertising signs of any character will be erected or permitted on any Lot, other than a name plate of the occupant of the residence, and provided such name plate has been approved by the Architectural Committee, except that Owners, or Realtors with Owner's permission, may erect one (1) portable open house sign on the property for sale that is open for public inspection. Said sign cannot measure more than four (4) square feet and may only be erected during the hours the property has a realty representative attending the open house or while open by Owners. All signs must be removed when the residence is not open for public inspection. No signs of any kind will be permitted in the Common Areas at any time.

State law

33-1808. Flag display; political signs; caution signs; for sale signs; political persons

A. Notwithstanding any provision in the community documents, an association shall not prohibit the outdoor display of any of the following:

- 1. The American flag or an official or replica of a flag of the United States army, navy, air force, marine corps or coast guard by an association member on that member's property if the American flag or military flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).*
- 2. The POW/MIA flag.*
- 3. The Arizona state flag.*
- 4. An Arizona Indian nations flag.*

B. The association shall adopt reasonable rules and regulations regarding the placement and manner of display of the American flag, the military flag, the POW/MIA flag, the Arizona state flag or an Arizona Indian nations flag. The association rules may regulate the location and size of flagpoles but shall not prohibit the installation of a flagpole.

C. Notwithstanding any provision in the community documents, an association shall not prohibit the indoor or outdoor display of a political sign by an association member on that member's property, except that an association may prohibit the display of political signs earlier than forty-five days before the day of an election and later than seven days after an election day. An association may regulate the size and number of political signs that may be placed on a member's property if the association's regulation is no more restrictive than any applicable city, town or county ordinance that regulates the size and number of political signs on residential property. If the city, town or county in which the property is located does not regulate the size and number of political signs on residential property, the association shall permit at least one political sign with the maximum dimensions of twenty-four inches by twenty-four inches on a member's property. For the purposes of this subsection, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing the recall of a public officer or supporting or opposing the circulation of a petition for a ballot measure, question or proposition or the recall of a public officer.

D. Notwithstanding any provision in the community documents, an association shall not prohibit the use of cautionary signs regarding children if the signs are used and displayed as follows:

- 1. The signs are displayed in residential areas only.*
- 2. The signs are removed within one hour of children ceasing to play.*
- 3. The signs are displayed only when children are actually present within fifty feet of the sign.*
- 4. The temporary signs are no taller than three feet in height.*
- 5. The signs are professionally manufactured or produced.*

E. Notwithstanding any provision in the community documents, an association shall not prohibit children who reside in the planned community from engaging in recreational activity on residential roadways that are under the

jurisdiction of the association and on which the posted speed limit is twenty-five miles per hour or less.

F. Notwithstanding any provision in the community documents, an association shall not prohibit the indoor or outdoor display of a for sale sign and a sign rider by an association member on that member's property, including a sign that indicates the member is offering the property for sale by owner. The size of a sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industry standard size sign rider, which shall not exceed six by twenty-four inches.

G. Notwithstanding any provision in the community documents, an association shall not prohibit but may reasonably regulate the circulation of political petitions, including candidate nomination petitions or petitions in support of or opposition to an initiative, referendum or recall or other political issue on property dedicated to the public within the association. A planned community is not required to comply with this section if the planned community restricts vehicular or pedestrian access to the planned community. Nothing in this section requires a planned community to make its common elements available for the circulation of political petitions to anyone who is not an owner or resident of the community.

33-1815. Association authority; commercial signage

Notwithstanding any provision in the community documents, after an association has approved a commercial sign, including its registered trademark that is located on properties zoned for commercial use in the planned community, the association, including any subsequently elected board of directors, may not revoke or modify its approval of that sign if the owner or operator of the sign has received approval for the sign from the local or county governing body with jurisdiction over the sign.

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SECTION 5: Wood Storage, Clotheslines, and Rubbish

Wood storage and clotheslines will be concealed from view of neighboring Lots and streets.

No Lot will be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No obnoxious or offensive activity will be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. All equipment for the storage or disposal of garbage or other waste will be kept in a clean sanitary condition. No trash container will be visible from the street except for the scheduled collection and disposal of trash and garbage.

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SECTION 6: Animals

No cattle, sheep, goats, pigs, rabbits, poultry or other livestock will be bred, raised or kept on the Properties, nor will dogs, cats or other animals be kept in a kennel or similar enclosure on the Properties. This restriction will not be construed as prohibiting the keeping of ordinary domestic pets as long as such pets are kept confined in the residence and fenced yard. When domestic pets are taken out of an Owner's Lot, the domestic pet(s) will be on a leash and the Owner, or their assigns, will immediately pick up any animal feces left on any other Owner's Lots, Common Areas, streets or sidewalks.

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SECTION 7: Subdivisions

No Lot or Lots will be subdivided except for the purpose of combining the subdivided portions with another adjoining Lot or Lots, provided that no additional Lot is created thereby. Any subdivisions will comply with State Law and County Ordinances.

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SECTION 8: Noise

No Owner will engage in any activity or permit any activity to occur on the Properties which will result in unusual, loud or obtrusive noises or sounds.

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SECTION 9: Shrubs, Trees and Grasses

No shrubs, trees, or obstructions of any kind will be placed on any Lot in such places as to cause a traffic hazard. Bermuda grass, except that of a variety recognized to be pollen free, will not be grown on any Lot. All trees, shrubs, bushes and other vegetation will be planted and maintained so as not to materially interfere with the view from any Lot. If agreement cannot be reached between the Lot Owners, who have a dispute over a view obstruction, a written complaint should be sent to the Architectural Committee who may resolve the dispute on the basis that:

- (a) Flowers, bushes, shrubs and similar vegetation will be kept trimmed to a maximum height of 6 feet above ground level
- (b) Trees will be kept trimmed to a maximum height of three feet above the height of a typical house's parapet. Any tree within six feet of another Lot owner's patio wall can be considered a bush for purpose of height limitations
- (c) Trees and bushes may remain in their natural state if a view is not affected.
- (d) Nor shall any intrusive grasses, as determined from time to time by the Architectural Committee, will be allowed to grow. This information will be updated periodically on the Canoa Estates website and in the Canoa.

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SECTION 10: Vehicle Parking or Storage

- (a) All owners and their guests will park any motorized or non- motorized vehicle in a designated parking spot or driveway in the Properties, if practical. Otherwise, these vehicles may be parked on the street as long as the vehicle is not parked overnight and is parked parallel to the curb so as not to obstruct traffic.
- (b) Parking or storing of recreational vehicles, including, but not limited to motor homes, campers, trailers and boats, is prohibited on all portions of the Properties, except within the confines of either a standard sized carport or a standard sized garage, or as provided in the following paragraph.
- (c) A recreational vehicle may be parked on an Owner's Lot or in any designated common parking areas within the Properties for a period of not more than 72 hours in any seven day period and not more than 144 hours in any thirty day period, for the purpose of loading, unloading or for providing for the guests of the Owner who may be driving or pulling one of these recreational vehicles.
- (d) The use or occupancy of a recreational vehicle as living quarters on either a temporary or a permanent basis is prohibited on all portions of the Properties.

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SECTION 11: Exterior Additions, TV Antennas

No exterior devices or additions will be constructed on the exterior of the dwelling without the approval of the Architectural Committee.

Standard TV antennas or Direct Broadcast Satellite (DBS) antennas that are one (1) meter or less in diameter may be constructed or, installed on any Lot, or attached on the exterior of a dwelling without the written authorization of the Architectural Committee. All exterior TV antennas and DBS antennas must be installed in compliance with applicable building codes and Federal Communications Commission rules and regulations. Owners should make an effort to conceal these antennas from view from the street.

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SECTION 12: Rights of Inspection

Provided that the Owner or occupant has been notified, any member of the Board of Directors of the Association, or any authorized representative of them, will have the right, during reasonable hours, to enter upon and inspect any property within the Lot, except the interior of dwelling units, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons will not be deemed guilty of trespass by reason of such entry.

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ARTICLE IX PARTY WALLS

SECTION 1: Sharing of Repairs and Maintenance

The costs of ordinary repair and maintenance of a party wall will be shared equally by the Owners of the Lots, which are divided by the wall.

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SECTION 2: Destruction by Fire and Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and is hereby granted a permanent easement across the adjacent Lot(s) for such restoration. The Owners of the Lots which are divided by the wall will share equally in the cost of restoration.

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SECTION 3: Weatherproofing

Notwithstanding any other provision of the Article, an Owner, who by negligent or willful act, causes a party wall to be exposed to the elements, will bear the total cost of repairing all damage resulting from such exposure.

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SECTION 4: Arbitration

In the event a dispute arises concerning a party wall, each party will choose one (1) arbitrator and the two (2) arbitrators will choose a third (3rd) arbitrator, and the dispute will be decided by a majority of all the arbitrators.

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SECTION 5: Private Agreements

Private agreements between Owners may not modify the provisions of this Article.

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ARTICLE X COMMON AREAS

SECTION 1: Ownership

Ownership of the Common Areas is hereby vested in the Association. Common Areas are intended for use as public utility easements, drainage ways, and open areas for the common use and enjoyment of the members of the Association.

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SECTION 2: Management and Maintenance

- (a) Within drainage ways, no structure, planting or other material will be placed, or permitted to remain, which may obstruct or retard the flow of water.
- (b) Common Areas will be managed and maintained in compliance with Pima County ordinances.
- (c) The natural growth in the Common Areas will not be destroyed or removed except by written permission of the Board.
- (d) The entrance monument, at the corner of Camino Del Sol and Calle De La Adelfa, and adjacent landscaping will be maintained so that it presents a pleasing appearance consistent with other entrance monuments and landscaping for subdivisions along Camino Del Sol.

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SECTION 3: Insurance

The Association will secure policies so that a blanket insurance policy is in force at all times providing coverage for the Common Areas with liability insurance in an amount of a minimum of one million (\$1,000,000) dollars coverage or one hundred (100%) percent of the replacement cost of items in the Common Areas or such other coverage amounts as the Board of Directors deems advisable. All insurance proceeds will be held in trust for rebuilding the damaged property. The Association will have authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier.

In the event of damage or destruction by fire or other casualty of the property covered by the described insurance policies, the Board of Directors will, upon receipt of the insurance proceeds, contract to repair such damaged or destroyed property to as good a condition as formerly existed. It is specifically understood, however, that the Association will not be required to replace or restore real or personal property of the respective Lot Owner.

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ARTICLE XI EASEMENTS AND DRAINAGE

SECTION 1: Easements

There is hereby created a blanket easement upon all of the Common Areas for installation or maintenance of all utilities, including the TV cable company serving the Canoa Estates properties.

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SECTION 2: Drainage

A drainage easement is hereby created upon, across, over and under each Lot for the benefit of all other Lots.

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ARTICLE XII ARCHITECTURAL COMMITTEE

SECTION 1: Appointment of Members

The Architectural Committee will be composed of a minimum of three (3) members. The Architectural Chairman will appoint two additional.

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SECTION 2: Committee Rules and Regulations

All architectural matters within the properties will be governed by an Architectural Committee, except as otherwise provided herein. The Architectural Committee will have the exclusive right, exercisable in its sole discretion, to promulgate and amend written rules and regulations on construction and approve plans, specifications and plot plans. It cannot negate prior written approvals or agreements. Such rules and regulations shall not be in conflict with any provisions in the Declaration. All decisions of the Architectural Committee are final, subject to the right of appeal provided in General Provisions, Article XIII, Section 1.

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SECTION 3: External Improvements

Prior to making any external improvements, all Owners will be required to obtain the written approval of the Architectural Committee. The Owner will submit, to the Architectural Committee, two (2) complete sets of plans for the proposed improvements, specifications, including exterior color schemes, and plot plans which will include the location of dwellings. Approval of the plans and specifications will be evidenced by the written endorsement of Architectural Committee made on the plans and specifications. A copy of the endorsed plans will be rendered to the Owner of the Lot proposed to be improved prior to the beginning of any construction.

One (1) set of plans and specifications will be retained by the Architectural Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed improvements are concerned, will be made without the written approval of the

Architectural Committee. After construction is completed, no changes will be made, including changes of exterior color, without the written permission of the Architectural Committee.

For purposes of this Article, architectural improvements shall be deemed to include, but are not limited to additions of changes to structures, fixtures, walls, fences, copings, awnings, sunshades, flagpoles, landscaping, radio antennas and any and all other related matters.

The Owner may perform routine maintenance and repairs of existing structures and landscaping, including repainting of exterior surfaces in the same color scheme, without the approval of the Architectural Committee. Such repairs and maintenance are not considered improvements.

State Law

33-1816. Solar energy devices; reasonable restrictions; fees and costs

A. Notwithstanding any provision in the community documents, an association shall not prohibit the installation or use of a solar energy device as defined in section 44-1761.

B. An association may adopt reasonable rules regarding the placement of a solar energy device if those rules do not prevent the installation, impair the

functioning of the device or restrict its use or adversely affect the cost or efficiency of the device.

C. Notwithstanding any provision of the community documents, the court shall award reasonable attorney fees and costs to any party who substantially prevails in an action against the board of directors of the association for a violation of this section.

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SECTION 4: Plans

All plans must meet the following minimum criteria and such further criteria as the Architectural Committee promulgates:

- (a) Be in accordance with the provisions of this Declaration and written rules and regulations of the Architectural Committee.
- (b) Indicate the locations, style of architecture, exterior color schemes, height, location of exterior lights, will be in harmony with the general surroundings of the buildings or structures, or approved buildings or structures, on any Lot subject to these covenants.
- (c) Be complete and ready for submittal to obtain a building permit from Pima County, if required. The Owner is responsible for all required permit fees.

If the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) after receipt, the provisions of this Article will be deemed waived.

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SECTION 5: Plan Defects

Neither the Architectural Committee nor the Association will be responsible in any way for any defects in any plans or specifications submitted in accordance with this Declaration, nor for any structural defects in any buildings or structures erected according to such plans or specifications.

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SECTION 6: Conflicts of Interest

In the event a conflict of interest arises wherein a member of the Architectural Committee wishes to alter, remodel, add or improve his/her Lot in accordance with this Article, a substitute member will be appointed by the Architectural Chairman.

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ARTICLE XIII GENERAL PROVISIONS

SECTION 1: Enforcement

The Association or any Member will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, or changes now or hereafter imposed by the provisions of this Declaration. The prevailing party in any court action will be awarded reasonable attorney's fees and costs.

No delay or omission on the part of the Association or any Member in exercising their right of enforcement hereunder will be construed as a waiver of any breach of any of the restrictions and covenants herein contained or acquiescence in any breach hereof, and no right of action will accrue against the Association or any Member for their neglect or refusal to exercise such right of enforcement.

No breach of the foregoing provisions, conditions, restrictions or covenants contained in this Declaration will defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants will be enforceable against any portion of the Properties acquired by any person through foreclosure, or by deed in lieu of foreclosure or any breach occurring after.

Any owner aggrieved by a decision of the Board of Directors, or any committee appointed by the Board, may appeal such decision in writing to the Board. Said appeal will be delivered, mailed, or presented in person, to the Secretary within ten (10) days of the decision from which the Owner appeals. The Board will set the matter for hearing not sooner than ten (10) nor longer than thirty (30) days from the receipt of the notice of appeal. The Board will notify all parties concerned. At the hearing, the aggrieved party may appear and testify. The Board will grant or deny the appeal within thirty (30) days from the close of the hearing and notify the aggrieved party in writing. The failure of the Board to act within the thirty (30) days will constitute approval of the appeal.

The Board of Directors will have the authority to promulgate rules or regulations for the imposition and collection of monetary penalties for violations of the Declaration or Bylaws of the Association. Monetary penalties determined by the Board of Directors may be imposed only after written notice to the offending Owner of the violation, when the Owner has failed to correct the violation or has not been heard by the Board. The Association may enforce monetary penalties in accordance with the provisions of A.R.S. Section 33-1807.

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SECTION 2: Severability

Invalidation of any one of these covenants or restrictions by judgment of court order will not affect any others, which will remain in full force and effect.

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SECTION 3: Amendment

Except as provided elsewhere in this Declaration, the terms hereof may be amended, provided that any amendment will be written and approved by at least two-thirds (2/3) of the total votes held by Owners, signed by the President and Secretary of the Association, and recorded with the County Recorder of Pima County, Arizona.

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SECTION 4: Duration

The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, will run with the land and continue, and remain in full force and effect at all times and against all persons until January 1, 2005, at which time, they will be automatically extended for successive periods often (10) years, unless repealed by the votes of sixty-seven percent (67%) of the Owners.

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SECTION 5: Age Restrictions

Each Lot will be occupied by at least one (1) person who is fifty-five (55) years of age or older, and no person less than eighteen (18) years of age will reside on any Lot longer than six (6) months out of any twelve (12) months commencing with the first day that such person resides on the premises. A surviving spouse under the age of fifty-five (55) years of age may continue to occupy the premises. These provisions will not prohibit occupancy by any person who complied with previous Declarations.

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SECTION 6: Compliance

All covenants, conditions, provisions and restrictions contained herein or any amendments thereto are subject to the Pima County Board of Supervisor's Subdivision Regulations and Ordinances, and any and all other applicable government rules and regulations.

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SECTION 7: Binding Effect

By acceptance of a deed or acquiring any ownership interest in any of the Property included within this Declaration, each person or entity for himself/herself, or itself, their heirs, personal representatives, successors, transferees and assigns, submits himself/herself and their Lot, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and amendments thereof. In addition, each person by so doing thereby acknowledges that this Declaration sets forth a general scheme of the Property and hereby evidence his/ her interest that all restrictions, conditions, covenants, rules and regulations contained herein will run with the land and be binding on all subsequent and future Owners,

grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration will be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Approved for Signature:

Canoa Estates, Inc.

Karen Viechnicki, Date April 21, 2010

President

Skip Perkins,

Secretary

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