

**VILLA MONTEREY UNIT ONE
AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS
(Unrecorded Summary of CC&Rs May 21, 2019)**

The Villa Monterey Unit One Owners Association, Inc., being the owner of all of the following described premises, situated within the County of Maricopa, State of Arizona, to wit:

All of the tracts in VILLA MONTEREY UNIT ONE, a subdivision of Maricopa County, Arizona, according to the plat of record thereof in the office of the County Recorder of Maricopa County, Arizona in Book 93 of Maps, at page 49 thereof, and desiring to establish the nature of the use and enjoyment thereof, hereby declares that the following express covenants, restrictions, reservations and conditions shall attach to the said real property and every lot or parcel thereof and shall constitute covenants running with the land:

1. Occupancy

- A. Said premises are hereby restricted to **single family dwelling** residential use, and **no business activities** that create additional traffic shall be conducted upon said premises.
- B. Villa Monterey Unit One is to remain and be operated for **occupancy by persons fifty-five (55) years of age or older. At least eighty (80) percent** of the homes within Villa Monterey Unit One must be occupied by at least one person fifty-five (55) years of age or older. **No occupant under the age of 18** is permitted. The remaining 20% of occupancy is left available for those who may inherit property in Villa Monterey Unit One. **The intent is to maintain Villa Monterey Unit One as an owner occupied senior community.** Falsifying application information will be considered a breach of contract, and legal action will be pursued.
- C. All **prospective buyers/occupants are required to sign a statement that they have read** the Bylaws and the Amended and Restated Declaration of Restrictions (CC&Rs) of the Association and agree to abide by the same.
- D. The following **rental procedure** is in effect for all rental properties in the community:
 - (a) Owner must have resided in the home for no less than 36 months (3 years).
 - (b) Owner must be current with all Villa Monterey Unit One dues and assessments. The said property must be free and clear of any violations that may have been assessed by the Villa Monterey Unit One Board of Directors.

- (c) Owner must contact the Villa Monterey Unit One Board of Directors and request the required lease form. When the form is completed and notarized, the owner must submit the completed form to the Real Estate Liaison.
- (d) Villa Monterey Unit One lessee must meet all of the above occupancy requirements of the community.
- (e) All rentals must be for a minimum of twelve (12) months.
- (f) Lessee will be given a copy of the Bylaws and CC&Rs and will agree to abide by them.
- (g) Each rental property will be assessed a one-time per lease fee of \$25.00 payable to Villa Monterey Improvement Association.

2. **Animals**

- A. **No livestock or poultry** shall be kept on the premises other than two (2) household pets.
- B. All pets must be **kept on a leash** when out of a confined area, e.g., house or backyard. Residents are responsible for **cleaning up** after their pets.

3. **Signs and Nuisances**

- A. **No advertising signs**, except ONE (1) property "For Sale" sign per parcel shall be permitted in Villa Monterey Unit One. For sale signs are **permitted on vehicles** parked on or about any Villa Monterey Unit One premises for a period of no longer than sixty (60) days.
- B. **No billboards, unsightly objects, or nuisances** shall be erected, placed, or permitted to remain on any of said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any parcel in the subdivision.

- 4. **Private estate sales** are permitted only within the confines of the interior of the residence. Individual yard, garage, or carport sales are strictly prohibited; however, a community sale may be held upon the approval of the board.

5. **Storage**

- A. All **clothes lines, equipment, garbage cans, storage units, and wood piles** shall be kept at the rear of the dwelling and below the party walls so as to conceal them from view of neighboring parcels and streets.
- B. **Carports may not be used as a storage area.** All rubbish, trash, or garbage shall be removed from the premises and shall not be allowed to accumulate thereon. Trash for weekly pick-up shall not be moved to the front of any property until 5 p.m. on the day prior to pick-up.

6. **Exterior of Residence**

- A. All **buildings or structures erected on said premises shall be of new**

construction, and no buildings or structures shall be **moved** from other locations onto said premises.

- B. Any **changes to the front exterior** of the unit, which require a building permit, must first be approved by the Villa Monterey Unit One Board of Directors and then must be submitted to the Scottsdale Historic Preservation Committee for approval. It is the responsibility of each homeowner to obtain the proper permission, permits, and licenses for such changes.
- C. All projects to the exterior of the house are required to have a Board of Directors **approved start and completion date**.
- D. All **exterior paint colors must be pre-approved** by the Board of Directors and must be selected from the current color book. Owner(s) must submit the paint color with a written request to the Board of Directors. Existing paint colors must follow this same process. Any owner(s) not complying will be subject to repainting.
- E. **No fences, hedges, walls, or any other structure permanent or temporary shall be erected or maintained** upon said premises except such as are installed in accordance with the **initial construction** of the buildings located thereon unless approved by Villa Monterey Unit One Improvement Association. In addition, no building, fence, wall or other structure shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, and location of such structure shall have been submitted to and approved by the Board of Directors of Villa Monterey Unit One Improvement Association, and a copy thereof, as finally approved, lodged permanently with said Board. The Board shall have the right to refuse to approve any such plans or specifications or grading plan that are **not suitable or desirable, in its opinion, for aesthetic, or any other reasons**, and in so passing upon such plans, specifications, and grading plans, the Board shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.
- F. All subsequent **additions to, changes, or alterations** in any building, fence, wall, or other structure shall be subject to the prior approval of the Board. All such structures must fully comply with City codes. It is the property owner's responsibility to obtain and display all necessary permits.
- G. In the event the owner of any home **shall fail to maintain** the premises and the improvements situated thereon in a manner satisfactory to the

Board of Directors of Villa Monterey Unit One Improvement Association, the Association, through its agents and employees, shall have the **right to enter upon such premises and to repair**, maintain, rehabilitate and restore the premises and the exterior of any improvements situated thereon, and the costs thereof shall be charged against the owner of said home by invoice and may be taken to Small Claims Court.

- H. Villa Monterey Unit One homeowners must **remove all citrus fruit** from their trees by no later than March 1 to deter and control roof rat infestation. In the event the owner(s) of any property shall fail to remove said fruit in a manner satisfactory to the Board of Directors of the Villa Monterey Unit One Improvement Association, the Board shall take the necessary steps to have said fruit removed. The cost thereof shall be charged against the owner(s) of said property by invoice, and the owner(s) may be taken to Small Claims Court.

7. Party Walls

- A. Each wall is constructed as a part of the original construction on the subdivided property and any part of which is placed on the dividing line between separate parcels of the various tracts in such subdivision shall constitute a party wall and with respect to 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, 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 act of one** adjoining owner or any of his agents or guests, or members of his family (whether or not such act is negligent or otherwise culpable) 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 or 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, his agent, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owner shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.
- D. In addition to meeting the requirements of the original restrictive covenants and of any building code or similar regulations or ordinances, any owner **proposing to modify**, make additions to or rebuild his residence in manner which requires the extension or other alteration of any party wall shall first obtain the **written consent of the adjoining owner**, and written consent and approval of Villa Monterey Unit One Improvement Association.

- E. 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 Villa Monterey Unit One Improvement 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 they cannot agree, then by any judge of the Maricopa County Superior Court. A determination of the matter signed by any two shall be binding upon all persons.

8. **Solar Devices and Antennas**

- A. All exterior **solar energy** devices must first be approved by the Villa Monterey Unit One Board of Directors and then submitted to the Scottsdale Historic Preservation Committee for approval.
- B. Owners must notify Villa Monterey Unit One Improvement Association in writing of all **satellite dishes and antenna installations**. All satellite dishes and antennas must be positioned so that they are not visible from the street or neighboring property. If this restriction causes an unreasonable delay or cost or prevents reception of adequate quality signals, the homeowner may petition the Board for a variance.

9. **Vehicles, Trailers, Boats, etc.**

- A. **No commercial trucks, motorcycles, campers, camper trailers, boats, boat trailers, motor homes, inoperable vehicles, and/or house trailers** may be placed, parked or left parked on the streets adjacent to or on the premises of any lot in Villa Monterey Unit One on a permanent basis. Resident owners of such vehicles may place vehicles adjacent to or on their premises for a period not to exceed three (3) days for the purpose of loading and unloading only.
- B. **Any covered vehicles** must be parked in the carport and concealed by a Board pre-approved shade/sunscreen.
- C. The **allowable number of vehicles** permanently parked on the premises shall be two (2). At no time are vehicles around it to park on the property other than the designated driveway/carport.
- D. No lot, including the driveway, may be used for the purpose of **performing maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle**. Any visitors in motor homes, campers, travel trailers and whose stay will exceed three (3) days must obtain prior approval from the Board of Directors before parking adjacent to or on the premises.

10. **The Association and Common Property**

- A. Villa Monterey Unit One Improvement **Association is a corporation** organized under the laws of the State of Arizona. Villa Monterey Unit One Improvement Association shall constitute the agent of each owner with respect to the operation of the recreation area, and the rights and duties respecting such Association shall be as follows:
- (a) **All owners of record have the right to use the pool and recreation area** so long as their dues payments are current and they abide by the pool and park rules.
- (b) The Board of Directors of Villa Monterey Unit One Improvement Association shall **maintain and otherwise manage the landscaping and swimming pool and other recreational facilities** located upon commonly owned lands in said subdivision and shall pay all real estate taxes which may be assessed against and levied upon said lands.

11. Assessments

- A. The owner of record of each parcel in said subdivision **shall pay** to Villa Monterey Unit One Improvement Association within fifteen (15) days of receipt of invoice a sum equal to the aggregate of one eighty-seventh (1/87) of the actual cost to Villa Monterey Unit One Improvement Association of all repair, maintenance, taxes, insurance and reserve funding in the form of annual dues.
- B. The **maximum annual dues may be automatically increased** without a vote of the membership by an amount not more than twenty (20) percent above the maximum dues for the previous year. The annual dues may be increased above the twenty (20) percent by a vote of sixty-seven percent (67%) of the homeowners (58 homeowners).
- C. **Invoices will be submitted at regular intervals** as may be fixed by the Association. If payment is not received after fifteen (15) days the homeowner shall be subject to a late fee of 10% of the assessment per month unpaid. In the event any such invoice is not paid within thirty (30) days from the date the same is deposited in the United States mail addressed to such owner, the amount of such invoice shall be and become a lien on the said home upon the Association causing to be filed in the office of the Recorder of Maricopa County an affidavit of the non-payment of such invoice in the form of a Notice of Lien and posting a copy of same upon said parcel within ninety (90) days from the date of mailing of such invoice. Such lien shall be foreclosed in the manner provided by Arizona law for the foreclosure of liens. The dues, together with all late fees, attorney's fees, costs, and any other expenses incurred with the assessments shall be referred to as the assessments. The assessments shall be a charge and a continuing lien upon the home against which the assessment is made. Each assessment also shall be the personal

obligation of the person who was the owner of the home at the time when the assessment became due.

- D. Villa Monterey Unit One Improvement Association, Inc., may levy a **special assessment** for the purpose of defraying (in whole or in part) the cost of any construction, reconstruction, repair or replacement of the common elements or the cost of any other unexpected or extraordinary expenses for the repair of the common areas or other matters; however, such special assessments shall have the assent of sixty-seven percent (67%) or 58 homeowners.

12. Home Security

- A. When **vacating** the residence for an extended period of time, the owner/occupant must notify the Board of Directors to advise them of (a) the date you are leaving and the date you are returning; (b) the name and phone number of person who will be looking after your property while you are away; and (c) the address and phone number where you can be reached for emergency purposes.
- B. If there is an **alarm system**, the owner must provide in writing the name and phone number of the individual who has access to your property and is responsible for investigating the cause of the alarm.
- C. The Board of Directors must be advised of names and number if there will be **family or friends using your residence** while you are away. Otherwise, they will not have access to the pool facilities.

13. CC&R Provisions and Amendments

- A. The covenants, restrictions, reservations and conditions contained herein shall **run with the land** and shall be binding upon all persons purchasing or occupying any home or homes in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the owner of an home in said subdivision, Villa Monterey Unit One Improvement Association, or any one or more of said individuals and corporations, provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall

contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

- B. **Failure to comply** with any provision of these Amended and Restated Declaration of Restrictions will result in penalties and monetary fine as determined by the Board of Directors.
- C. **Invalidation of any one** of these covenants, restrictions, reservations, or conditions by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect. The Amended and Restated Declaration may not be challenged one year after its recording date.
- D. These **covenants shall remain in full force and effect until modified** or abrogated as to any particular party wall by the agreement of all persons then having an interest therein.
- E. These covenants shall be **binding upon the heirs** and assigns of the owners but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.
- F. These covenants, restrictions, reservations, and conditions shall remain in force and effect for a **period of five (5) years** from the date hereof. Thereafter they shall be deemed to have been renewed for successive terms of five (5) years.
- G. These covenants, restrictions, reservations, and conditions may be **amended** at any time by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes (58 homeowners) in the Association are allocated. All amendments that are approved in accordance with this Section shall be recorded in the office of the County Recorder of Maricopa County, Arizona.