

WHEN RECORDED RETURN TO:

Riverwalk Tucson Homeowners Association
c/o HBS Management Solutions
P.O. Box 64758
Tucson, AZ 85728

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOTS 1 THROUGH 140 AND COMMON AREAS A THROUGH F OF RIVERWALK**

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk (the “Amendment”) is made as of this 30th day of October, 2023, by the Riverwalk Tucson Homeowners Association an Arizona nonprofit corporation (the “Association”).

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk was recorded on January 6, 2006 as Sequence No. 2006-0040480¹; as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk recorded on March 2, 2006 as Sequence No. 2006-0410362; as amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk recorded on July 22, 2009 as Sequence No. 2009-1400663; as amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk recorded on June 2, 2010 as Sequence No. 2010-1050652; as amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk recorded on July 6, 2011 as Sequence No. 2011-1870177; as amended by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 140 and Common Areas A through F of Riverwalk recorded on April 8, 2016 as Sequence No. 2016-0990383 (collectively, the “Declaration”).

B. Article 11, Section 11.4 of the Declaration provides that it may be amended at any time by the affirmative vote or written consent of Owners holding not less than fifty-one percent (51%) of the total votes in the Association.

¹ All recorded documents referenced herein are recorded in the official records of the Pima County Recorder, State of Arizona, unless otherwise noted.

C. This Amendment was approved by the written consent of Owners holding not less than fifty-one percent (51%) of the total votes in the Association.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Article 4, Section 4.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

4.12 Vehicles and Parking.

As used in this Section: (a) “*Motor Vehicle*” means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all terrain vehicle, utility vehicle, pickup truck or other motor vehicle, with the exception of public safety and public service vehicles under A.R.S. §33-1809; and (b) “*Streets*” means the streets shown on the Plat which are part of the Common Area to be owned by the Association.

No mobile home, travel trailer, tent trailer, trailer, camper shell, boat, boat trailer or other similar equipment or vehicle (“Recreational Equipment”) may be parked, kept or stored on the Common Area. No Recreational Equipment may be parked, kept or stored on any Lot except in a garage.

The Streets are fire lanes. Therefore, no Motor Vehicle or Recreational Equipment shall be parked on a Street at any time. No Motor Vehicles designed or used for carrying merchandise, supplies or equipment for commercial purposes, and no Motor Vehicles with visible tools, equipment, trash, work materials or work related items, may be parked on the Common Area or on a Lot, except for (a) the temporary parking on a driveway situated on a Lot or in designated parking spaces on the Common Area of Motor Vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners, Lessees or Residents and (b) Motor Vehicles owned, leased or used by an Owner, Lessee or Resident which are parked in a garage.

At least one Motor Vehicle owned, leased or used by an Owner, Lessee or Resident must be parked in the garage situated on the Lot. The Association shall have the right to license use of the Common Area parking spaces to any Owner, Lessee or Resident in accordance with any rules and regulations adopted by the Board for this purpose. The Association may collect a fee in connection with any such license, and such fee shall be considered an Assessment, secured by the Association’s Assessment lien and collectible as set forth in Article 7 herein.

Motor Vehicles and Recreational Equipment owned, leased or used by an Owner, Lessee or Resident may be parked in the driveway of the Lot for the temporary loading or unloading of the Motor Vehicle or Recreational Equipment. Except as provided elsewhere in this Section, no Motor Vehicle or Recreational Equipment owned, leased or used by an Owner, Lessee or Resident shall be parked on the Common Area. Motor

Vehicles of guests of an Owner, Lessee or other Resident must be parked in designated parking spaces on the Common Area.

No Motor Vehicle shall be stored, constructed, reconstructed or repaired on any Lot in such a manner as to be Visible From Neighboring Property, and no inoperable or unregistered Motor Vehicle may be stored or parked on any Lot in such a manner as to be Visible From Neighboring Property. For purposes of illustration but not of limitation, a Motor Vehicle shall be deemed stored if it is inoperable, unregistered, or is covered by a car cover, tarp or other material. Except for emergency repairs, no Motor Vehicle shall be constructed, reconstructed or repaired on the Streets or any other part of the Common Area. No inoperable or unregistered Motor Vehicle may be stored or parked on the Streets or any other part of the Common Area.

The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the Streets or Common Areas and implementing the provisions of this Section. Any such rules and regulations may include, among other things, a Motor Vehicle registration requirement. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Board of Directors, the provisions of this Section shall control.

2. Article 4, Section 4.14 of the Declaration is hereby deleted in its entirety and replaced with the following:

4.14 Garages.

No garage shall be converted to living spaces or altered or used for storage of material or other purposes which would prevent the use of the garage for the parking of at least one motor vehicle. As a condition to issuing a license to an Owner, Lessee or Resident to use the Common Area parking spaces for the parking of the Owner's, Lessee's or Resident's Motor Vehicle, the Association may require the Owner, Lessee or Resident to use the garage on the Lot for the parking of the number of Motor Vehicles for which it was designed. Garage doors may not be removed except in connection with the replacement of the door. The interior of all garages shall be maintained and kept in a neat and clean condition, free of debris or unsightly objects. Garage doors shall be kept closed except when the opening of the door is necessary to permit ingress or egress.

Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration, this Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, the President of the Board of Directors of the Riverwalk Tucson Homeowners Association, an Arizona nonprofit corporation, hereby executes this Amendment and certifies that the Amendment was approved by the written consent of Owners holding not less than fifty-one percent (51%) of the total votes in the Association.

Riverwalk Tucson Homeowners Association
an Arizona nonprofit corporation

By: _____
Name: Harrison Graham
Its: President

State of Arizona)
) ss.
County of Pinal)
Pima

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this 30th
day of October, 2023, by Harrison Graham, the President of the Riverwalk Tucson
Homeowners Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

K. Miramontes

Notary Public

